

GOFoods™ Global, LLC

STATEMENT OF POLICIES AND PROCEDURES

EFFECTIVE DECEMBER 30, 2011
UNITED STATES



TABLE OF CONTENTS

SECTION 1 - GOFOODS GLOBAL MISSION STATEMENT	4
SECTION 2 - INTRODUCTION.....	4
2.1 - Policies and Compensation Plan Incorporated into IBO Agreement.....	4
2.2 - Changes to the Agreement.....	4
2.3 - Policies and Provisions Severable	4
2.4 - Waiver.....	4
SECTION 3 - BECOMING AN IBO	4
3.1 - Requirements to Become an IBO	4
3.2 - Starter Kits and Product Purchases	4
3.3 - IBO Benefits.....	4
3.4 - Term and Renewal of Your GOFoods Global Business	4
SECTION 4 - OPERATING A GOFOODS GLOBAL BUSINESS	5
4.1 - IBO Created Marketing Methods and Tools.....	5
4.2 - Advertising.....	5
4.2.1 - General.....	5
4.2.2 - Trademarks and Copyrights	5
4.2.2.1 - GOFoods Global IBO Logo.....	6
4.2.3 - Media and Media Inquiries	6
4.2.4 - Unsolicited Email.....	6
4.2.5 - Unsolicited Faxes.....	6
4.2.6 - Telephone Directory Listings	6
4.3 - Online Conduct	6
4.3.1 - IBO Web Sites.....	6
4.3.2 - GOFoods Global Replicated Websites	7
4.3.3 - Registered External Website Content	7
4.3.4 - GOFoods Global IBO Disclosure.....	7
4.3.5 - Registered External Websites Must Exclusively Promote GOFoods Global.....	7
4.3.6 - No eCommerce or Stock-and-Sell Retailing	7
4.3.7 - Registered External Website Termination	7
4.3.8 - Domain Names, Email Addresses and Online Aliases	7
4.3.9 - GOFoods Global Hotlinks.....	7
4.3.10 - Monetizing Registered External Websites.....	7
4.3.11 - Online Classifieds.....	7
4.3.12 - eBay / Online Auctions	8
4.3.13 - Online Retailing.....	8
4.3.14 - Banner Advertising	8
4.3.15 - Spam Linking	8
4.3.16 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.).....	8
4.3.17 - Sponsored Links / Pay-Per-Click (PPC) Ads.....	8
4.3.18 - Domain Names and Email Addresses.....	8
4.3.19 - Social Media.....	8
4.3.19.1 - IBOs Are Responsible for Postings	8
4.3.19.2 - Identification as a GOFoods Global IBO.....	8
4.3.19.3 - Social Media as a Sales and Promotion Forum.....	8
4.3.19.4 - Deceptive Postings.....	9
4.3.19.5 - Use of Third Party Intellectual Property	9
4.3.19.6 - Respecting Privacy	9
4.3.19.7 - Professionalism.....	9
4.3.19.8 - Prohibited Postings	9
4.3.19.9 - Responding to Negative Posts	9
4.3.19.10 - Social Media Sites with Website-like Features	9
4.3.19.11 - Cancellation of Your GOFoods Global Business.....	9
4.4 - Business Entities.....	9
4.4.1 - Changes to a Business Entity	10
4.5 - Change of Sponsor.....	10
4.5.1 - Misplacement.....	10
4.5.2 - Cancellation and Re-application	10
4.5.3 - Waiver of Claims	10
4.6 - Unauthorized Claims and Actions	10
4.6.1 - Indemnification	10
4.6.2 - Product Claims	10
4.6.3 - Weight Loss Testimonials.....	10
4.6.4 - Income Claims.....	10
4.7 - Repackaging and Re-labeling Prohibited.....	10

4.8 - Commercial Outlets.....	10
4.9 - Trade Shows, Expositions and Other Sales Forums.....	11
4.10 - Conflicts of Interest.....	11
4.10.1 - Nonsolicitation.....	11
4.10.2 - IBO Participation in Other Network Marketing Programs.....	11
4.10.3 - Confidential Information.....	11
4.11 - Targeting the Sales Force of Other Direct Sellers.....	12
4.12 - Errors or Questions.....	12
4.13 - Governmental Approval or Endorsement.....	12
4.14 - Income Taxes.....	12
4.15 - Independent Contractor Status.....	12
4.16 - International Marketing.....	12
4.17 - Excess Inventory and Bonus Buying.....	12
4.18 - Adherence to Laws and Ordinances.....	12
4.19 - One GOFoods Global Business Per IBO and No More than Two Per Household.....	12
4.20 - Actions of Household Members or Affiliated Parties.....	13
4.21 - Sale, Transfer or Assignment of GOFoods Global Business.....	13
4.22 - Separation of a GOFoods Global Business.....	13
4.23 - Sponsoring Online.....	13
4.24 - Succession.....	13
4.24.1 - Transfer Upon Death of an IBO.....	14
4.24.2 - Transfer Upon Incapacitation of an IBO.....	14
4.25 - Telemarketing Techniques.....	14
4.26 - Back-Office Access.....	14
SECTION 5 - RESPONSIBILITIES OF IBOs.....	14
5.1 - Change of Address, Telephone, and E-Mail Addresses.....	14
5.2 - Continuing Development Obligations.....	14
5.2.1 - Ongoing Training.....	15
5.2.2 - Ongoing Sales Responsibilities.....	15
5.3 - Negative Comments.....	15
5.4 - Providing Documentation to Applicants.....	15
SECTION 6 - SALES REQUIREMENTS.....	15
6.1 - Product Sales.....	15
6.2 - No Territory Restrictions.....	15
6.3 - Sales Receipts.....	15
SECTION 7 - BONUSES AND COMMISSIONS.....	15
7.1 - Bonus and Commission Qualifications and Accrual.....	15
7.2 - Adjustment to Bonuses and Commissions.....	16
7.3 - Reports.....	16
SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE.....	16
8.1 - Order Cancellation and Satisfaction Guarantee.....	16
8.2 - Return of Inventory and Sales Aids by IBOs Upon Cancellation.....	16
8.2.1 - Montana Residents.....	17
8.3 - Procedures for All Returns.....	17
8.4 - Exchanges for Damaged Shipments or Incorrect Shipment.....	17
SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS.....	17
9.1 - Disciplinary Sanctions.....	17
9.2 - Grievances and Complaints.....	17
9.3 - Mediation.....	18
9.4 - Arbitration.....	18
9.5 - Governing Law, Jurisdiction and Venue.....	18
9.5.1 - Louisiana Residents.....	18
9.6 - Damage Limitation.....	18
SECTION 10 - PAYMENT AND SHIPPING.....	19
10.1 - Returned Checks.....	19
10.2 - Sales Taxes.....	19
SECTION 11 - INACTIVITY, RECLASSIFICATION, AND CANCELLATION.....	19
11.1 - Effect of Cancellation.....	19
11.2 - Involuntary Cancellation.....	19
11.3 - Voluntary Cancellation.....	19
11.4 - Non-renewal.....	19
SECTION 12 - DEFINITIONS.....	19

SECTION 1 - GOFOODS GLOBAL GLOBAL MISSION STATEMENT

Welcome to GoFoods Global! Our vision is to empower everyone to be independent, secure and prosperous. Our mission is to build innovative brands and systems that improve the personal security of each life we touch. We strive to manifest excellence in every aspect of our business by putting people first.

SECTION 2 - INTRODUCTION

2.1 - Policies and Compensation Plan Incorporated into IBO Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of GoFoods Global, LLC. (hereafter “GoFoods Global” or the “Company”), are incorporated into, and form an integral part of, the GoFoods Global IBO Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the GoFoods Global Independent Business Owner Application and Agreement, these Policies and Procedures, the GoFoods Global Compensation Plan, and the GoFoods Global Business Entity Addendum (applicable only to business entities that apply to become an IBO). These documents are incorporated by reference into the GoFoods Global Independent Business Owner Agreement (all in their current form and as amended by GoFoods Global).

2.2 - Changes to the Agreement

GoFoods Global reserves the right to amend its prices and the Agreement in its sole and absolute discretion. By executing the Independent Business Owner Agreement, an Independent Business Owner (“IBO”) agrees to abide by all amendments or modifications made by GoFoods Global. Amendments shall be effective 30 days after publication of notice and posting the amended provisions, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by posting in IBOs’ Back Offices. The continuation of an IBO’s GoFoods Global business or an IBO’s acceptance of bonuses or commissions constitutes acceptance of all amendments.

2.3 - Policies and Provisions Severable

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

2.4 - 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 GoFoods Global to exercise any right or power under the Agreement or to insist upon strict compliance by an IBO 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 GoFoods Global’s right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an IBO against GoFoods Global shall not constitute a defense to GoFoods Global’s enforcement of any term or provision of the Agreement.

SECTION 3 - BECOMING AN IBO

3.1 - Requirements to Become an IBO

To become a GoFoods Global IBO, each applicant must:

- Be the age of majority in his/her state of residence. The age of majority is 18 years in all states except Alabama, Delaware and Nebraska, where the age of Majority is 19, and Mississippi, where the age of majority is 21;
- Reside in the United States or U.S. Territories or country that GoFoods Global has officially announced is open for business;
- Provide GoFoods Global with his/her valid Social Security or Federal Tax ID number; IBOs will be prompted in their Back-Office to provide their Social Security or Tax ID Number after they earn their first commission. Social Security and Tax ID Numbers are not collected at the time of enrollment;
- Purchase a GoFoods Global Starter Kit (optional in North Dakota);
- Submit a properly completed IBO Application and Agreement to GoFoods Global either in hard copy or online format.

3.2 - Starter Kits and Product Purchases

No person is required to purchase GoFoods Global products to become an IBO. In order to familiarize new IBOs with GoFoods Global products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Starter Kit (optional in North Dakota). GoFoods Global will repurchase resalable kits from any IBO who terminates his or her IBO Agreement pursuant to the terms of Section 8.2.

3.3 - IBO Benefits

Once an IBO Application and Agreement has been accepted by GoFoods Global, the benefits of the Compensation Plan and the IBO Agreement are available to the new IBO. These benefits include the right to:

- Sell GoFoods Global products and services;
- Participate in the GoFoods Global Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as IBOs into the GoFoods Global business and thereby, build a marketing organization and progress through the GoFoods Global Compensation Plan;
- Receive periodic GoFoods Global literature and other GoFoods Global communications;
- Participate in GoFoods Global-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 GoFoods Global for its IBOs.

3.4 - Term and Renewal of Your GoFoods Global Business

The term of the IBO Agreement is one year from the date of its acceptance by GoFoods Global. IBOs must renew their IBO

Agreement each year and pay the applicable renewal fee on or before the anniversary date of their IBO Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the IBO Agreement, the IBO Agreement will be canceled. IBOs may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the IBO’s credit card on file with the Company.

SECTION 4 - OPERATING A GOFOODS GLOBAL BUSINESS

4.1 - IBO Created Marketing Methods and Tools

IBOs must adhere to the terms of the GOFoods Global Compensation Plan as set forth in official GOFoods Global literature. IBOs shall not offer the GOFoods Global opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official GOFoods Global literature. IBOs shall not require or encourage other current or prospective Customers or IBOs to execute any agreement or contract other than official GOFoods Global agreements and contracts in order to become a GOFoods Global IBO. Similarly, IBOs shall not require or encourage other current or prospective Customers or IBOs to make any purchase from, or payment to, any individual or other entity to participate in the GOFoods Global Compensation Plan other than those purchases or payments identified as recommended or required in official GOFoods Global literature.

4.2 - Advertising

4.2.1 - General

All IBOs shall safeguard and promote the good reputation of GOFoods Global and its products. The marketing and promotion of GOFoods Global, the GOFoods Global opportunity, the Compensation Plan, and GOFoods Global products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

Accordingly, IBOs may only advertise or promote their GOFoods Global business and GOFoods Global’s products using approved Sales Tools acquired through GOFoods Global. No approval is necessary to use these approved Sales Tools. If you wish to design your own online or offline Sales Tools of any kind, your designs must be submitted to the GOFoods Global advertising department (adapproval@gofoodsglobal.com) for consideration and inclusion in the Document Library. Unless you receive specific written approval from GOFoods Global to use such Sales Tools, the request shall be deemed denied. Go to the Marketing Resources tab in your Back Office for guidelines and to access the library.

Unless approved by the Company, IBOs may not sell Sales Tools to other GOFoods Global IBOs. Therefore, IBOs who receive authorization from GOFoods Global to produce their own Sales Tools may not sell such Sales Tools to any other GOFoods Global IBO. IBOs may make approved Sales Tools available to other IBOs free of charge if they wish, but may not charge other GOFoods Global IBOs for the Sales Tools. GOFoods Global further reserves the right to rescind

approval for any Sales Tools, and IBOs waive all claims for damages or remuneration arising from or relating to such rescission.

GOFoods Global may post approved Sales Tools in the Marketing Resources tab of IBOs’ Back-Offices and make them available to all IBOs free of charge. The IBO who submitted the Sales Tool to the Company waives all claims to remuneration for such use and grants GOFoods Global an irrevocable license to use the Sales Tools as the Company deems appropriate.

If the GOFoods Global business of an IBO who has received authorization to create and post an External Website is voluntarily or involuntarily canceled for any reason, he/she shall assign the URL to his/her External Website to the Company within three days from the date of the cancellation.

4.2.2 - Trademarks and Copyrights

The name of “GOFoods Global” and other names as may be adopted by GOFoods Global are proprietary trade names, trademarks and service marks of GOFoods Global. As such, these marks are of great value to GOFoods Global and are licensed to IBOs for their use only in an expressly authorized manner. GOFoods Global will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including GOFoods Global IBOs, in any unauthorized manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. IBOs may not produce for sale or distribution any recorded Company events and speeches without written permission from GOFoods Global, nor may IBOs reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an IBO, you may use the “GOFoods Global” name in the following manner:

IBO’s Name
GOFoods™ Global Independent Business Owner

Example:
Alice Smith
GOFoods™ Global Independent Business Owner

IBOs may not use the name “GOFoods Global” in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase GOFoods Global Independent Business Owner in your phone greeting or on your answering machine to clearly separate your GOFoods Global business from GOFoods Global. For example, you may not secure the domain name www.buygofoodsglobal.com, nor may you create an email address such as gofoodsglobalsales@hotmail.com.

4.2.2.1 - GOFoods Global IBO Logo

If you use a GOFoods Global logo in any communication, you must use only the IBO version of the GOFoods Global logos available in the Marketing Resources Tab in your Back-Office.

4.2.3 - Media and Media Inquiries

IBOs must not attempt to respond to media inquiries regarding GOFoods Global, its products or services, or their independent GOFoods Global business. All inquiries by any type of media must be immediately referred to GOFoods Global's Compliance Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.2.4 - Unsolicited Email

GOFoods Global does not permit IBOs to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an IBO that promotes GOFoods Global, the GOFoods Global opportunity, or GOFoods Global's products and services must comply with the following:

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

GOFoods Global may periodically send commercial emails on behalf of IBOs. By entering into the IBO Agreement, IBO agrees that the Company may send such emails and that the IBO's physical and email addresses will be included in such emails as outlined above. IBOs shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.5 - Unsolicited Faxes

Except as provided in this section, IBOs may not use or transmit unsolicited faxes in connection with their GOFoods Global business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting GOFoods Global, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the IBO

has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between an IBO and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such IBO; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.2.6 - Telephone Directory Listings

IBOs may list themselves as a "GOFoods™ Global, LLC Independent Business Owner" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No IBO may place telephone or online directory display ads using GOFoods Global's name or logo. IBOs may not answer the telephone by saying "GOFoods Global", "GOFoods Global Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of GOFoods Global. If an IBO wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

IBO's Name
GOFoods™ Global Independent Business Owner

4.3 - Online Conduct

4.3.1 - IBO Web Sites

If an IBO desires to utilize an Internet web page to promote his or her business, he or she may do so using one of the Company provided Replicated Website templates. IBOs may also develop their own External Website. However, any IBO who wishes to develop their own External Website must first submit to GOFoods Global a written request to post an External Website along with a beta website and the proper website registration fee. The IBO must receive the Company's prior written approval before going live with their External Website or using it in any way. External Websites may be used to promote your business and the Company's products so long as the External Website adheres to the Company's advertising policies. However, no orders may be placed through an External Websites; orders may only be placed through your Company provided Replicated Website. You may link an approved External Website to the order entry screen of your Company provided Replicated Website to facilitate sales should you wish to do so.

It is the IBO's obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential IBOs in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, misleading click-through ads (i.e. having the display URL of a Pay-Per-Click ("PPC") campaign appear to be directed to an official GOFoods Global Corporate Site when it in fact goes elsewhere), unapproved banner ads, and unauthorized press releases. GOFoods Global will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

4.3.2 - GOFoods Global Replicated Websites

IBOs receive a GOFoods Global Replicated Website subscription to facilitate online buying experience for your customers and enrollments for prospects. IBOs are solely responsible and liable for the content they add to their Replicated Website and must regularly review the content to ensure it is accurate and relevant.

IBOs may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-GOFoods Global products, services or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

1. The GOFoods Global IBO Logo
2. Your Name
3. GOFoods Global Corporate Website Redirect Button
4. Artwork, logos, or graphics
5. Original text

Because Replicated Websites reside on the mygofoods.com domain, GOFoods Global reserves the right to receive analytics and information regarding the usage of your website.

If you customize the default username to your GOFoods Global replicated website, the username you choose must not:

- a) Be confused with other portions of the GOFoods Global corporate website;
- b) Confuse a reasonable person into thinking they have landed on a GOFoods Global corporate page;
- c) Be confused with any GOFoods Global name;
- d) Contain any discourteous, misleading, or off-color words or phrases that may damage GOFoods Global's image.

4.3.3 - Registered External Website Content

IBOs are solely responsible and liable for their own Registered External Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the GOFoods Global brand and adheres to GOFoods Global's Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at GOFoods Global's sole discretion.

4.3.4 - GOFoods Global IBO Disclosure

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:

1. The GOFoods Global IBO Logo
2. Your Name and Title
3. GOFoods Global Corporate Website Redirect Button

Although GOFoods Global brand themes and images are desirable for consistency, anyone landing on any page of an

IBO's External Website must clearly understand that they are at an IBO site, and not a GOFoods Global Corporate page.

4.3.5 - Registered External Websites Must Exclusively Promote GOFoods Global

Your GOFoods Global external website must contain content and information that is exclusive to GOFoods Global. You may not advertise other products or services other than the GOFoods Global product line and the GOFoods Global opportunity.

4.3.6 - No eCommerce or Stock-and-Sell Retailing

An IBO's Registered External Website must only facilitate the entry into his/her GOFoods Global Replicated Website. IBOs may not stock and sell GOFoods Global products, nor may you facilitate an eCommerce environment that would facilitate this model. All orders must be placed through your official Replicated Website.

4.3.7 - Registered External Website Termination

If the GOFoods Global business of an IBO who has received authorization to create and post an External Website is voluntarily or involuntarily canceled for any reason, or if the Company revokes its authorization allowing the IBO to maintain an External Web-site, the IBO shall assign the URL to his/her External Website to the Company within three days from the date of the cancellation and re-direct all traffic to the site as instructed by the Company.

4.3.8 - Domain Names, Email Addresses and Online Aliases

You are not allowed to use or register GOFoods Global or any of GOFoods Global's trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you may not use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of GOFoods Global.

4.3.9 - GOFoods Global Hotlinks

When directing readers to your Registered External Website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader, that the link will be resolving to the site of an independent GOFoods Global IBO. Attempts to mislead web traffic into believing they are going to a GOFoods Global corporate site, when in fact they land at an IBO site (replicated or registered external) will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at GOFoods Global's sole discretion.

4.3.10 - Monetizing Registered External Websites

IBOs may not monetize their Registered External Website through affiliate programs, adSense or similar programs.

4.3.11 - Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail specific GOFoods Global products or product bundles.

4.3.12 - eBay / Online Auctions

GO Foods Global's products and services may not be listed on eBay or other online auctions, nor may IBOs enlist or knowingly allow a third party to sell GO Foods Global products on eBay or other online auction.

4.3.13 - Online Retailing

IBOs may not list or sell GO Foods Global products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party to sell GO Foods Global products on any online retail store or ecommerce site.

4.3.14 - Banner Advertising

You may place banner advertisements on a Company-approved third-party website provided you use GO Foods Global-approved templates and images. All banner advertisements must link to your Replicated Website or a Registered External Website. IBOs may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with GO Foods Global products or the GO Foods Global opportunity.

4.3.15 - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative and relevant.

4.3.16 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)

IBOs may upload, submit or publish GO Foods Global-related video, audio or photo content that they develop and create so long as it aligns with GO Foods Global values, contributes to the GO Foods Global community greater good and is in compliance with GO Foods Global's Policies and Procedures. All submissions must clearly identify you as a GO Foods Global Independent Business Owner in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. IBOs may not upload, submit or publish any content (video, audio, presentations or any computer files) received from GO Foods Global or captured at official GO Foods Global events or in buildings owned or operated by GO Foods Global without prior written permission.

4.3.17 - Sponsored Links / Pay-Per-Click (PPC) Ads

IBOs may use Sponsored links or pay-per-click ads (PPC) to drive traffic to an External Website or their GO Foods Global replicated website in accordance with all other policies.

4.3.18 - Domain Names and Email Addresses

Except as set forth in the IBO Website Application and Agreement, IBOs may not use or attempt to register any of GO Foods Global's trade names, trademarks, service names, service marks, product names, the Company's name, or any

derivative of the foregoing, for any Internet domain name, email address, or social media name, group, page, or ad-dress.

4.3.19 - Social Media

Social Media may be used by IBOs to share information about GO Foods Global. However, IBOs who elect to use Social Media must adhere to the Policies and Procedures in all respects.

Social Media sites may not be used to sell or offer to sell specific GO Foods Global products or services. Profiles generated by an IBO and used in any social community where GO Foods Global is discussed or mentioned must clearly identify the IBO as a GO Foods Global IBO, and when an IBO participates in those communities, the IBOs must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at GO Foods Global's sole discretion, and offending IBOs will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the GO Foods Global approved library. If a link is provided, it must link to the posting IBO's Replicated Website or a Registered External Website.

IBOs may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments IBOs create or leave must be useful, unique, relevant and specific to the blog's article.

4.3.19.1 - IBOs Are Responsible for Postings

IBOs are personally responsible for their postings and all other online activity that relates to GO Foods Global. Therefore, even if an IBO does not own or operate a blog or Social Media site, if an IBO posts to any such site that relates to GO Foods Global or which can be traced to GO Foods Global, the IBO is responsible for the posting. IBOs are also responsible for postings which occur on any blog or Social Media site that the IBO owns, operates, or controls.

4.3.19.2 - Identification as a GO Foods Global IBO

You must disclose your full name on all Social Media postings, and conspicuously identify yourself as a GO Foods Global Independent Business Owner. Anonymous postings or use of an alias is prohibited.

4.3.19.3 - Social Media as a Sales and Promotion Forum

Social Media sites are relationship-building sites. While building relationships is an important part of the sales process, Social Media sites may not be used as a direct medium for generating sales or explaining the GO Foods Global income opportunity. Online sales may only be generated from an IBO's GO Foods Global replicated website. Likewise, IBOs shall not use any Social Media site to explain the GO Foods Global compensation plan or any component of the compensation plan.

4.3.19.4 - Deceptive Postings

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the GOFoods Global income opportunity, GOFoods Global's products and services, and/or your biographical information and credentials.

4.3.19.5 - Use of Third Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

4.3.19.6 - Respecting Privacy

Always respect the privacy of others in your postings. IBOs must not engage in gossip or advance rumors about any individual, company, or competitive products or services. IBOs may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

4.3.19.7 - Professionalism

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

4.3.19.8 - Prohibited Postings

IBOs may not make any postings, or link to any postings or other material that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

4.3.19.9 - Responding to Negative Posts

Do not converse with one who places a negative post against you, other IBOs, or GOFoods Global. Report negative posts to the Company at compliance@gofoodsglobal.com.

4.3.19.10 - Social Media Sites with Website-like Features

Because some social media sites are particularly robust, the distinction between a social media site and a website may not be clear cut. GOFoods Global therefore reserves the sole and exclusive right to classify certain social media sites as websites and require that IBOs using, or who wish to use, such sites adhere to the Company's policies relating to independent websites.

4.3.19.11 - Cancellation of Your GOFoods Global Business

If your GOFoods Global business is cancelled for any reason, you must discontinue using the GOFoods Global name, and all of GOFoods Global's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as a GOFoods Global Independent Business Owner, you must conspicuously disclose that you are no longer a GOFoods Global IBO.

4.4 - Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a GOFoods Global IBO by submitting an IBO Application and Agreement along with a properly completed Business Entity Addendum Application and a properly completed IRS form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to GOFoods Global, compliance with the GOFoods Global Policies and Procedures, the GOFoods Global IBO Agreement, and other obligations to GOFoods Global. To prevent the circumvention of Sections 4.21 (regarding transfers and assignments of a GOFoods Global business) and 4.5, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or GOFoods Global, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify GOFoods Global in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.21. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other GOFoods Global business for six consecutive calendar months in accordance with Section 4.5.2. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.21.

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed IBO Application and Agreement. GOFoods Global may, at its discretion, require notarized documents before implementing any changes to a GOFoods Global business. Please allow thirty (30) days after the receipt of the request by GOFoods Global for processing.

4.4.1 - Changes to a Business Entity

Each IBO must immediately notify GOFoods Global of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

4.5 - Change of Sponsor

GOFoods Global strongly discourages changes in sponsorship. Accordingly, the transfer of a GOFoods Global business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the IBO Compliance Department, and must include the reason for the transfer. Transfers will only be considered in the following circumstances:

4.5.1 - Misplacement

In cases in which the new IBO is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an IBO may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within three business days from the date of enrollment. The IBO requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is up to GOFoods Global's discretion whether the requested change will be implemented.

4.5.2 - Cancellation and Re-application

An IBO may legitimately change organizations by voluntarily canceling his or her GOFoods Global business and remaining inactive (i.e., no purchases of GOFoods Global products for resale, no sales of GOFoods Global products, no sponsoring, no attendance at any GOFoods Global functions, participation in any other form of IBO activity, or operation of any other GOFoods Global business, no income from the GOFoods Global business) for six (6) full calendar months. Following the six month period of inactivity, the former IBO may reapply under a new sponsor, however, the former IBO's downline will remain in their original line of sponsorship.

4.5.3 - Waiver of Claims

In cases wherein the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an IBO, GOFoods Global reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, IBOS WAIVE ANY AND ALL CLAIMS AGAINST GOFOODS GLOBAL, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM GOFOODS GLOBAL'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

4.6 - Unauthorized Claims and Actions

4.6.1 - Indemnification

An IBO is fully responsible for all of his or her verbal and written statements made regarding GOFoods Global products, services, and the Compensation Plan that are not expressly contained in official GOFoods Global materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. IBOs agree to indemnify GOFoods Global and GOFoods Global's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by GOFoods Global as a result of the IBO's unauthorized representations or actions. This provision shall survive the termination of the IBO Agreement.

4.6.2 - Product Claims

IBOs must not make claims, including but not limited to testimonials, about GOFoods Global's products or services that are not contained in official GOFoods Global literature or posted on GOFoods Global's official website. Under no circumstances shall any IBO state or imply that any GOFoods Global product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

4.6.3 - Weight Loss Testimonials

GOFoods Global's products are not intended for weight loss, so IBOs shall not promote them for weight loss purposes.

4.6.4 - Income Claims

Because GOFoods Global IBOs do not have the data necessary to comply with the legal requirements for making income claims, an IBO, when presenting or discussing the GOFoods Global opportunity or Compensation Plan to a prospective IBO, may not make income projections, income claims, or disclose his or her GOFoods Global income (including, but not limited to, the showing of payment receipts, copies of checks, income statements, bank statements, or tax records).

4.7 - Repackaging and Re-labeling Prohibited

GOFoods Global products may only be sold in their original packaging. IBOs may not repackage, re-label, or alter the labels on GOFoods Global product. Tampering with labels/packaging could be a violation of federal and state laws, and may result in civil or criminal liability. IBOs may affix a personalized sticker with your personal/contact information to each product or product container, as long as you do so without removing existing labels or covering any text, graphics, or other material on the product label.

4.8 - Commercial Outlets

IBOs may not sell GOFoods Global products from a commercial outlet, nor may IBOs display or sell GOFoods Global products or literature in any retail or service establishment. Online auction

and/or sales facilitation websites, including but not limited to ebay and Craig's List constitute Commercial Outlets, and may not be used to sell GOFoods Global products.

4.9 - Trade Shows, Expositions and Other Sales Forums

IBOs may display and/or sell GOFoods Global products at trade shows and professional expositions. IBOs must complete the tradeshow form located in their Back Office and submit it to the GOFoods Global Compliance Department for approval before signing up for any tradeshow. Only one GOFoods Global business is allowed per show.

4.10 - Conflicts of Interest

4.10.1 - Nonsolicitation

GOFoods Global IBOs are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, IBOs may not directly or indirectly Recruit other GOFoods Global IBOs or Customers for any other network marketing business.

Following the cancellation of an IBO's IBO Agreement, and for a period of 12 calendar months thereafter, a former IBO may not Recruit any GOFoods Global IBO or Customer for another network marketing business with the exception of those IBOs for whom the former IBO was both the Enroller and the Sponsor. IBOs and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, IBOs and GOFoods Global agree that this non-solicitation provision shall apply nationwide and to all international markets in which IBOs are located.

The term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another GOFoods Global IBO or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

4.10.2 - IBO Participation in Other Network Marketing Programs

If an IBO is engaged in other non-GOFoods Global business or Network Marketing program, it is the responsibility of the IBO to ensure that his or her GOFoods Global business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the IBO must adhere to the following:

- IBOs must not sell, or attempt to sell, any competing non-GOFoods Global programs, products or services that are sold through another Network Marketing Program to GOFoods Global Customers or IBOs. Any program, product or services in the same generic categories as GOFoods Global products or services is deemed to be

competing, regardless of differences in cost, quality or other distinguishing factors.

- IBOs shall not display GOFoods Global promotional material, sales aids, products or services with, or contemporaneously in the same location as, any non-GOFoods Global promotional material or sales aids, products or services.
- IBOs shall not offer the GOFoods Global opportunity, products or services to prospective or existing Customers or IBOs in conjunction with any non-GOFoods Global program, opportunity, product or service.
- IBOs may not offer any non-GOFoods Global opportunity, products, services or opportunity at any GOFoods Global-related meeting, seminar, convention, webinar, teleconference, or other function.

4.10.3 - Confidential Information

Confidential information includes, but is not limited to, the identities of GOFoods Global customers and IBOs, contact information of GOFoods Global customers and IBOs, IBOs' Personal and/or Group Sales Volumes, and IBO rank and/or achievement levels. Confidential Information is, or may be available to IBOs in their respective Back-Offices. IBO access to such Confidential Information is password protected, and Confidential Information constitutes proprietary business trade secrets belonging to GOFoods Global. Such Confidential Information is provided to IBOs in strictest confidence and is made available to IBOs for the sole purpose of assisting IBOs in working with their respective sales organizations in the development of their GOFoods Global business. Each IBO and GOFoods Global agree that, but for this agreement of confidentiality and non-disclosure, GOFoods Global would not provide Confidential Information to the IBO.

To protect Confidential Information, IBOs 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 Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her Back-Office to any third party;
- Use any Confidential Information to compete with GOFoods Global, or for any other purpose other than to promote his or her GOFoods Global business;
- Recruit or solicit any IBO or Customer of GOFoods Global listed on any report or in the IBO's Back-Office, or in any manner attempt to influence or induce any IBO or Customer of GOFoods Global to alter their business relationship with GOFoods Global; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

4.11 - Targeting the Sales Force of Other Direct Sellers

GO Foods Global does not condone IBOs specifically or consciously targeting the sales force of another direct sales company to sell GO Foods Global products or to become an IBO for GO Foods Global, nor does GO Foods Global condone IBOs' solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should an IBO engage in such activity, the IBO bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an IBO by a third party alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, or in any way violated their contract with the third party, GO Foods Global will not pay any of IBO's defense costs or legal fees, nor will GO Foods Global indemnify the IBO for any judgment, award, or settlement. Should the third party bring or threaten legal action against GO Foods Global based on the conduct of the IBO, the IBO agrees that it shall indemnify GO Foods Global for all judgments, settlements, payments of any other nature, litigation costs, and attorney's fees that GO Foods Global incurs in relation to such legal action or threat of legal action.

4.12 - Errors or Questions

If an IBO has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the IBO must notify GO Foods Global in writing within 60 days of the date of the purported error or incident in question. GO Foods Global will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.13 - Governmental Approval or Endorsement

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

4.14 - Income Taxes

Each IBO is responsible for paying local, state and federal taxes on any income generated as an IBO. If an IBO's GO Foods Global business is tax exempt, the Federal tax identification number must be provided to GO Foods Global. Every year, GO Foods Global will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000.

4.15 - Independent Contractor Status

IBOs are independent contractors. The agreement between GO Foods Global and its IBOs does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IBO. IBOs shall not be treated as an employee for his or her services or for Federal or State tax purposes. All IBOs are responsible for paying local, state, and federal taxes due from all compensation earned as an IBO of the Company. The IBO has no authority (expressed or implied), to bind the Company to any obligation. Each IBO shall establish his or her own goals, hours, and methods of sale, so long as he or

she complies with the terms of the IBO Agreement, these Policies and Procedures, and applicable laws.

4.16 - International Marketing

IBOs are authorized to sell GO Foods Global products, and enroll Customers or IBOs only in the countries in which GO Foods Global is authorized to conduct business, as announced on the Company's official website or other official Company literature. GO Foods Global products or sales aids may not be shipped into or sold in any foreign country that the Company has not announced is officially open for business. IBOs may sell, give, transfer, or distribute GO Foods Global products or sales aids only in countries where GO Foods Global is open for business. In addition, no IBO may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or IBOs; or (c) conduct any other activity for the purpose of selling GO Foods Global products, establishing a marketing organization, or promoting the GO Foods Global opportunity.

4.17 - Excess Inventory and Bonus Buying

IBOs must never purchase more products than they can reasonably use (storage for disaster preparedness purposes is an acceptable method of personal use) or sell to retail customers in a month, and must not influence or attempt to influence any other IBO to buy more products than they can reasonably use or sell to retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

4.18 - Adherence to Laws and Ordinances

IBOs shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to IBOs because of the nature of their business. However, IBOs must obey those laws that do apply to them. If a city or county official tells an IBO that an ordinance applies to him or her, the IBO shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of GO Foods Global.

4.19 - One GO Foods Global Business Per IBO and No More than Two Per House-hold

An IBO may have beneficial interest or participation in only one GO Foods Global business. A beneficial interest includes, but is not limited to, any ownership, interest, equitable interest, any rights to present or future benefits, financial or otherwise.

Husbands and wives and common-law couples (collectively "spouses"), who wish to maintain separate GO Foods Global businesses may do so as long as the spouses have the same sponsor. Change of the original sponsor is not permitted. Notwithstanding the separate IBO business of spouses, the actions of one spouse, included but not limited to violations of the Agreement, will be attributed to both spouses, and may result in disciplinary action against both spouses.

4.20 - Actions of Household Members or Affiliated Parties

If any member of an IBO's immediate household engages in any activity which, if performed by the IBO, would violate any provision of the Agreement, such activity will be deemed a violation by the IBO and GOFoods Global may take disciplinary action pursuant to the Statement of Policies against the IBO. Similarly, if any partner, shareholder, member, or other individual with any ownership or management capacity (collectively "Affiliated Individual") in a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Individual, and GOFoods Global may take disciplinary action jointly and severally against the Business Entity and/or each Affiliated Individual.

4.21 - Sale, Transfer or Assignment of GOFoods Global Business

Although a GOFoods Global business is a privately owned and independently operated business, the sale, transfer or assignment of a GOFoods Global business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a GOFoods Global business, is subject to the following requirements:

- The selling IBO must offer GOFoods Global the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. GOFoods Global shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal. GOFoods Global shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified GOFoods Global IBO. If the buyer is an active GOFoods Global IBO, he or she must first terminate his or her GOFoods Global business and wait six calendar months before acquiring any interest in a different GOFoods Global business;
- Before the sale, transfer or assignment can be finalized and approved by GOFoods Global, any debt obligations the selling party has with GOFoods Global must be satisfied.
- The selling party 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 GOFoods Global business.
- Prior to selling an independent GOFoods Global business or Business Entity interest, the selling IBO must notify GOFoods Global's Compliance Department in writing and advise of his or her intent to sell his/her GOFoods Global business or Business Entity interest. The selling IBO must receive written approval from the Compliance Department before proceeding with the sale.
- No changes in line of sponsorship can result from the sale or transfer of a GOFoods Global business.

4.22 - Separation of a GOFoods Global Business

GOFoods Global IBOs sometimes operate their GOFoods Global businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity 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.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the GOFoods Global business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize GOFoods Global to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the GOFoods Global business jointly on a "business-as-usual" basis, whereupon all compensation paid by GOFoods Global will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will GOFoods Global split commission and bonus payments between divorcing spouses or members of dissolving entities. GOFoods Global will recognize only one Downline Organization and will issue only one commission payment per GOFoods Global business per commission cycle. Commission payments shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the IBO Agreement shall be involuntarily canceled. If a former spouse has completely relinquished all rights in the original GOFoods Global business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an IBO. In either case, the former spouse or business affiliate shall have no rights to any IBOs 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 IBO.

4.23 - Sponsoring Online

When sponsoring a new IBO through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, GOFoods Global's Policies and Procedures, and the GOFoods Global Compensation Plan. The sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

4.24 - Succession

Upon the death or incapacitation of an IBO, 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, an IBO should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a GOFoods Global business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased IBO's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an IBO Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased IBO's status;
- The devisee must provide GOFoods Global with an "address of record" to which all bonus and commission payments will be sent;
- If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. GOFoods Global will issue all bonus and commission payments and one 1099 to the business entity.

4.24.1 - Transfer Upon Death of an IBO

To effect a testamentary transfer of a GOFoods Global business, the executor of the estate must provide the following to GOFoods Global: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to GOFoods Global specifying to whom the business and income should be transferred.

4.24.2 - Transfer Upon Incapacitation of an IBO

To effectuate a transfer of a GOFoods Global business because of incapacity, the successor must provide the following to GOFoods Global: (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 GOFoods Global business; and (3) a completed IBO Agreement executed by the trustee.

4.25 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although GOFoods Global does not consider IBOs 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, IBOs must not engage in telemarketing in the operation of their GOFoods Global businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a GOFoods Global product or service, or to recruit them for the GOFoods Global opportunity. "Cold calls" made to prospective customers or IBOs that promote either GOFoods Global's products or services or the GOFoods Global opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a

prospective customer or IBO (a "prospect") is permissible under the following situations:

- If the IBO has an established business relationship with the prospect. An "established business relationship" is a relationship between an IBO and a prospect based on the prospect's purchase, rental, or lease of goods or services from the IBO, or a financial transaction between the prospect and the IBO, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the IBO, within the three (3) months immediately preceding the date of such a call.
- If the IBO receives written and signed permission from the prospect authorizing the IBO to call. The authorization must specify the telephone number(s) which the IBO is authorized to call.
- 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 months. Bear in mind, however, that if you engage in "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.
- IBOs shall not use automatic telephone dialing systems or software relative to the operation of their GOFoods Global businesses.
- IBOs shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the GOFoods Global products, services or opportunity.

4.26 - Back-Office Access

GOFoods Global makes online back offices available to its IBOs. Back offices provide IBOs access to confidential and proprietary information that may be used solely and exclusively to promote the development of an IBO's GOFoods Global business and to increase sales of GOFoods Global products. However, access to a back office is a privilege, and not a right. GOFoods Global reserves the right to deny IBOs' access to the back office at its sole discretion.

SECTION 5 - RESPONSIBILITIES OF IBOs

5.1 - Change of Address, Telephone, and E-Mail Addresses

IBOs whose contact information changes must amend their contact information through their IBO Back-Office.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

Any IBO who sponsors another IBO into GOFoods Global must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her GOFoods Global business. IBOs must have ongoing contact and communication with the IBOs in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline IBOs to GOFoods Global meetings, training sessions, and other functions. Upline IBOs are also responsible to motivate and train new IBOs in GOFoods Global product knowledge, effective sales techniques, the GOFoods Global Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline IBOs must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of IBO-produced sales aids and promotional materials).

IBOs should monitor the IBOs in their Downline Organizations to guard against downline IBOs making improper product or business claims, or engaging in any illegal or inappropriate conduct.

5.2.2 - Ongoing Sales Responsibilities

Regardless of their level of achievement, IBOs have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

5.3 - Negative Comments

GOFoods Global wants to provide its IBOs with the best 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 IBO Support Department. While GOFoods Global welcomes constructive input, negative comments and remarks made in the field by IBOs about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other GOFoods Global IBOs. For this reason, and to set the proper example for their downline, IBOs must not disparage, demean, or make negative remarks about GOFoods Global, other GOFoods Global IBOs, GOFoods Global's products, the Marketing and Compensation plan, or GOFoods Global's directors, officers, or employees. Complaints and concerns about GOFoods Global and/or its products should be directed to the IBO Support Department. Disputes or disagreements between any IBO and GOFoods Global shall be resolved through the dispute resolution process set forth in the Agreement, and the Company and IBOs agree specifically not to demean, discredit, disparage, or criticize one another on the internet or any other public forum.

5.4 - Providing Documentation to Applicants

IBOs must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become IBOs before the applicant signs an IBO Agreement, or ensure that they have online access to these materials.

SECTION 6 - SALES REQUIREMENTS

6.1 - Product Sales

The GOFoods Global Compensation Plan is based on the sale of GOFoods Global products and services to end consumers. IBOs must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. IBOs must satisfy the Personal Volume and Personal Group Volume requirements to fulfill the requirements associated with their rank as specified in the GOFoods Global Compensation Plan. "Personal Volume" includes purchases made by the IBO and purchases made by the IBO's personal customers. Group Volume shall include the total Sales Volume of all IBOs in his or her marketing organization, as well as the IBO's Personal Volume.

6.2 - No Territory Restrictions

There are no exclusive territories granted to anyone.

6.3 - Sales Receipts

All IBOs must provide their retail customers with two copies of an official GOFoods Global sales receipt at the time of the sale. Receipt forms can be downloaded from IBO's Back-Offices. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. IBOs must maintain all retail sales receipts for a period of two years and furnish them to GOFoods Global at the Company's request. Records documenting the purchases of IBOs' Direct Customers will be maintained by GOFoods Global. Remember that customers must receive two copies of the sales receipt. In addition, IBOs must orally inform the buyer of his or her cancellation rights.

SECTION 7 - BONUSES AND COMMISSIONS

7.1 - Bonus and Commission Qualifications and Accrual

An IBO must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an IBO complies with the terms of the Agreement, GOFoods Global shall pay commissions to such IBO in accordance with the Marketing and Compensation plan. Issuing checks is out of the company's normal payment protocol, so any IBOs wishing to be paid by this method must contact the GOFoods Global IBO Support team. The minimum amount for which GOFoods Global will issue a hard-copy commission check is \$35.00. If an IBO's bonuses and commissions do not equal or exceed \$35.00 the Company will accrue the commissions and bonuses until they total \$35.00 before issuing a hard-copy commission check. A \$3.50 processing fee will be deducted from each hard-copy commission check. If an IBO elects to take advantage of the Propay payment method offered by GOFoods Global, commission payments will be issued to their Propay card. Payment to the Propay card has no minimum payment and no transaction or processing fee.

Notwithstanding the foregoing, all commissions owed an IBO, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an IBO's business.

7.2 - Adjustment to Bonuses and Commissions

IBOs receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to GOFoods Global for a refund or is repurchased by the Company, any Commissions paid to the IBO and his or her Upline for product returned by an IBO or Customer may be debited from the respective Upline IBO's account or withheld from present or future Commission payments. An IBO agrees that he or she will not rely on existing Downline Organization Volume or Personal Group Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank and/or Commissions payout.

7.3 - Reports

All information provided by GOFoods Global in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by GOFoods Global or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, GOFOODS GLOBAL AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY IBO OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF GOFOODS GLOBAL OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, GOFOODS GLOBAL OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of GOFoods Global's online and telephone

reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to GOFoods Global's online and telephone reporting services and your reliance upon the information.

SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY RE-PURCHASE

8.1 - Order Cancellation and Satisfaction Guarantee

Federal and state law requires that IBOs notify their retail customers that they have three business days (5 business days for Alaska residents. Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. IBOs shall verbally inform their customers of this right, shall provide them with TWO copies of a retail receipt at the time of the sale, and shall point out this cancellation right stated on the receipt.

In addition, GOFoods Global offers a 100% money back guarantee on products returned within 30 days from the date of sale. IBOs and Customers may use up to \$35 of their initial product order and still be eligible to receive a full refund, as long as the remaining products are in Restockable/Resalable condition (see Definition of "Restockable/Resalable" in section 8.2). Refunds will be reduced accordingly when more than \$35 of product has been used. Shipping, handling, and processing costs are not refundable. Products shipped directly to the customer by the Company must be returned to the Company and a refund will be issued to the customer by the Company. Products delivered to the customer by an IBO must be returned to the selling IBO, and it shall be the responsibility of the IBO to issue the refund to his/her customer. This product satisfaction guarantee does not apply to products damaged by abuse or misuse. IBOs shall disclose the terms of the warranty to his/her customers at the time of sale and shall also point out this warranty information on the sales receipt and product literature.

If an IBO returns more than \$300.00 for a refund in any 12 consecutive month period, the request will constitute the IBO's voluntary cancellation of his/her IBO Agreement, the refund will be processed as an inventory repurchase, and the IBO's GOFoods Global business will be cancelled.

IBOs and Customers who have elected to receive an Auto-Purchase Order (APO) and wish to change or cancel their profile must contact IBO Support at least 3 business days prior to the scheduled automatic processing date.

8.2 - Return of Inventory and Sales Aids by IBOs Upon Cancellation

Upon cancellation of an IBO's Agreement, the IBO may return Starter Kits, products and Sales Tools that he or she personally purchased from GOFoods Global (purchases from other IBOs or third parties are not subject to refund) that are in Restockable/Resalable (see Definition of "Restockable/Resalable" below) condition so long as the products and/or Sales Tools were

purchased within one year prior to the date of cancellation. Upon receipt of a Restockable/Resalable Starter Kit and/or Restockable/Resalable products and sales aids, the IBO will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping, handling, and processing charges incurred by an IBO when the Starter Kit, products, or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an IBO was paid a commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales Tools shall be deemed “Restockable/Resalable” if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; and 3) it is returned to GOFoods Global within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Replicated Website fees are not refundable except as required by applicable state law.

8.2.1 - Montana Residents

A Montana resident may cancel his or her IBO Agreement within 15 days from the date of enrollment, and may return his or her Starter Kit for a full refund within such time period.

8.3 - Procedures for All Returns

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

- All merchandise must be returned by the IBO or customer who purchased it directly from GOFoods Global.
- An IBO or Customer must contact IBO Support prior to the return of product to obtain a return merchandise authorization (RMA) number from the Company. This RMA number must be written on each carton returned. All returned merchandise must be in restockable, resalable condition in order to receive a refund.
- All returns must be shipped to the GOFoods Global Distribution Center, pre-paid. GOFoods Global does not accept collect packages. The risk of loss in shipping for returned product shall be on the IBO or Customer. If the returned product is not received by the Company's Distribution Center, it is the responsibility of the IBO or Customer to trace the shipment.
- If an IBO is returning merchandise to GOFoods Global that was returned to him or her by a personal retail customer, the product must be received by GOFoods Global within ten (10) days from the date on which the retail customer returned the merchandise to the IBO, and must be accompanied by the sales receipt the IBO gave to the customer at the time of sale.

No refund or replacement of product will be made if the conditions of these rules are not met. GOFoods Global will issue a refund within 20 business days of receipt of the returned merchandise.

8.4 - Exchanges for Damaged Shipments or Incorrect Shipment.

The Company will exchange Product if the Product is damaged in shipment, incorrectly sent due to a Company error, or of substandard quality. However, when an exchange is not feasible, the Company will refund the amount of the returned Product. If Product is damaged or defective, an IBO should contact the Company within ten (10) days of receipt of the order. The Company will issue a call tag for the Product and immediately send a replacement order once it has inspected the returned merchandise and verified that the order is damaged or defective.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

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

- Issuance of warning or admonition via telephone, mail, email, fax, or delivered to an express courier to the IBO's last known address, email address, or fax number;
- Requiring the IBO to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission payments;
- Loss of rights to one or more bonus and commission payments;
- GOFoods Global may withhold from an IBO all or part of the IBO's bonuses and commissions during the period that GOFoods Global is investigating any conduct allegedly in violation of the Agreement. If an IBO's business is canceled for disciplinary reasons, the IBO will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's IBO Agreement for one or more pay periods;
- Involuntary termination of the offender's IBO Agreement;
- Suspension and/or termination of the offending IBO's GOFoods Global website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which GOFoods Global deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IBO's policy violation or contractual breach;
- In situations deemed appropriate by GOFoods Global, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 - Grievances and Complaints

When an IBO has a grievance or complaint with another IBO regarding any practice or conduct in relationship to their respective GOFoods Global business, the complaining IBO should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or

violation of Company policy, it must be reported in writing to the Company's IBO Compliance Department, who will review the facts and resolve it.

9.3 - Mediation

For claims seeking \$10,000.00 or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association ("AAA"). The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties (should a party be represented by counsel, the party shall pay its own attorney's fees). Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah, and shall last no more than two business days unless the parties mutually agree to extend the mediation. No state-ments, discussions, offers, or anything else discussed at mediation shall be admissible in any subsequent arbitration, litigation, or legal proceedings of any other nature.

9.4 - Arbitration

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process as well as claims for less than \$10,000.00 not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at www.adr.org. Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to IBOs upon request to GOFoods Global's IBO Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- The Parties shall be allotted equal time to present their respective cases;

- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Salt Lake City, Utah. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the Parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information including but not limited to enforcement of its rights under the non-solicitation provision of the Agreement.

9.5 - Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Salt Lake County, State of Utah, or the United States District Court for the District of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement.

9.5.1 - Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 9.4 residents of the State of Louisiana shall be entitled to bring an action against GOFoods Global in their home forum and pursuant to Louisiana law.

9.6 - Damage Limitation

In any action arising from or relating to the Agreement, the parties waive all claims for exemplary, incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.

SECTION 10 - PAYMENT AND SHIPPING

10.1 - Returned Checks

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

10.2 - Sales Taxes

GOFoods Global is required to charge sales taxes on all purchases made by IBOs and Customers, and remit the taxes charged to the respective states. Accordingly, GOFoods Global will collect and remit sales taxes on behalf of IBOs, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If an IBO has submitted, and GOFoods Global has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the IBO. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by GOFoods Global is not retroactive.

SECTION 11 - INACTIVITY AND CANCELLATION

11.1 - Effect of Cancellation

So long as an IBO remains active and complies with the terms of the IBO Agreement and these Policies and Procedures, GOFoods Global shall pay commissions to such IBO in accordance with the Compensation Plan. An IBO's bonuses and commissions constitute the entire consideration for the IBO's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an IBO's non-renewal of his or her IBO Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her IBO Agreement (all of these methods are collectively referred to as "cancellation"), the former IBO shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. An IBO whose business is cancelled will lose all rights as an IBO. This includes the right to sell GOFoods Global products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the IBO's former downline sales organization. In the event of cancellation, IBOs agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization. Following an IBO's cancellation of his or her IBO Agreement, the former IBO shall not hold himself or herself out as a GOFoods Global IBO and shall not have the right to sell GOFoods Global products or services. An IBO whose business is canceled shall

receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

11.2 - Involuntary Cancellation

An IBO's violation of any of the terms of the Agreement, including any amendments that may be made by GOFoods Global in its sole discretion, may result in any of the disciplinary actions listed in Section 9.1, including the involuntary cancellation of his or her IBO Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the IBO's last known address, email address, or fax number, or to his/her attorney, or when the IBO receives actual notice of cancellation, whichever occurs first.

GOFoods Global reserves the right to terminate all IBO Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

11.3 - Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. If Cancellation is in writing, the Cancellation notice must be submitted in to the Company at its principal business address. The written notice must include the IBO's signature, printed name, address, and IBO I.D. Number.

In addition to written cancellation, IBOs who have consented to Electronic Contracting will cancel their IBO Agreement should they withdraw their consent to contract electronically.

An IBO may also voluntarily cancel his or her GOFoods Global business by returning \$300.00 or more of merchandise in any 12 month rolling period and seeking a refund for such returns.

If an IBO is also on the Auto Purchase program, the IBO's Auto Purchase order shall also be cancelled.

11.4 - Non-renewal

An IBO may also voluntarily cancel his or her IBO Agreement by failing to annually renew the Agreement within 30 days of its anniversary date or by failing to pay his/her monthly website fee.

SECTION 12 - DEFINITIONS

Active Independent Business Owner ("IBO") — An IBO who satisfies the minimum Personal Volume requirements, as set forth in the GOFoods Global Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

Affiliated Party — A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement — The contract between the Company and each IBO includes the IBO Application and Agreement, the GOFoods Global Policies and Procedures, the GOFoods Global

Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by GOFoods Global in its sole discretion. These documents are collectively referred to as the “Agreement.”

Auto Purchase Order — A standing order of GOFoods Global products which is automatically sent to a customer or IBO on a monthly basis.

Cancel — The termination of an IBO’s business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Downline Leg — Each one of the individuals enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

Enroller – The IBO who secures the enrollment of a new IBO.

Household — Spouses, heads-of-household, and dependent family members residing in the same residence.

Immediate Household — Spouses, heads-of-household, and dependent family members residing in the same residence.

Level — The layers of downline IBOs in a particular IBO’s Marketing Organization. This term refers to the relationship of an IBO relative to a particular upline IBO, determined by the number of IBOs between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A’s fourth level.

Official GOFoods Global Material — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by GOFoods Global to IBOs.

Personal Production — Moving GOFoods Global products or services to an end consumer for actual use.

Personal Volume (PV) — The commissionable value of services and products purchased by: (1) an IBO; and (2) the IBO’s personal Preferred Customers and Retail Customers who are on the Auto Purchase program or who purchase from the IBO’s GOFoods Global replicated website.

Personal Group Volume (PGV) — The total PV of each IBO in an IBO’s group, including the IBO’s own PV.

Rank — The “title” that an IBO holds pursuant to the GOFoods Global Compensation Plan. “Title Rank” refers to the highest rank an IBO has achieved in the GOFoods Global compensation plan at any time. “Paid As” rank refers to the rank at which an IBO is qualified to earn commissions and bonuses during the current pay period.

Recruit — For purposes of GOFoods Global’s Conflict of Interest Policy (Section 4.10), the term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either

directly, indirectly, or through a third party, another GOFoods Global IBO or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Registered External Website — An IBO’s GOFoods Global-approved personal website that is hosted on non-GOFoods Global servers and has no official affiliation with GOFoods Global.

Replicated Website — Also known as a personal URL (PURL), a website that provides online marketing and sales for IBOs, as provided by GOFoods Global

Restockable/Resalable — Products and Sales aids shall be deemed “Restockable/Resalable” if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to GOFoods Global within one year from the date of purchase. Any merchandise that is identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be Restockable/Resalable.

Retail Customer — An individual who purchases GOFoods Global products from an IBO but who is not an Independent Business Owner.

Retail Sales — Sales to a Retail Customer.

Social Media — Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to blogs, Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

Sponsor — The Sponsor is the immediate upline of another IBO in the placement tree. The Enroller and Sponsor may be the same person, but need not be.

Starter Kit — A selection of GOFoods Global training materials and business support literature, and IBO replicated website and Back-Office that each new IBO is required to purchase (optional in North Dakota).

Upline — This term refers to the IBO or IBOs above a particular IBO in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular IBO to the Company.

Copyright © 2011
All rights reserved. (12.11)