



VMdirect Policies and Procedures

VMdirect takes its brands and your business seriously, and in doing so, is responsible for upholding these policies that govern all active and potential Affiliates. It is not VMdirect's intention to hinder or harm your business organization, but to protect it from untoward actions of others. These Policies must be read and agreed to by all active and potential Affiliates. If you do not agree with any or part of these Policies, please do not enroll or maintain your Affiliate status.

This edition of the Affiliate Agreement, Policies and Procedures, and Privacy Policy collectively which also takes in account the strategic alliance with Qivana LLC, as announced on September 8, 2009, make up the VMdirect Affiliate Contract and become effective immediately.

These Policies and Procedures supersede and replace any previous versions of the Policies and Procedures for VMdirect hereafter referred to as the Company (See Definitions Section). The VMdirect Terms of Service govern your VMdirect Affiliate standing and your use of the VMdirect Service and any of the VMdirect Services (as defined herein). In addition, any express term, course of performance, or course of dealing established under a previous version of the Policies and Procedures is no longer valid or recognized by the Company.

These Policies and Procedures, the Sales Compensation Plans describing the compensation structure, and other documents of the Contract (See "Definitions" Section), constitute the complete agreement between an Affiliate and the Company. In order to protect the rights of the general body of Affiliates who comply with provisions of the Contract, an affiliate failing to comply with the provisions of any of these documents may be terminated, and he or she may lose his or her rights to receive Commissions or be subject to other remedies outlined in the Contract.

The Company reserves the right to modify any of these documents at any time at its sole discretion. It is the responsibility of the Affiliate to review the documents as often as possible, to check the website (www.vmdirect.com) for updates and to remain in compliance with the Policies and Procedures. Gender specific pronouns are randomly alternated throughout the Policies and Procedures.

The Company reserves the right to direct market its products to Customers or organizations in manners other than through the Business Organizations or the Program (as defined below) and has taken steps to promote the Qivana products to the Affiliates in the VMDirect Business Organizations.

PLEASE READ VERY CAREFULLY THESE PROGRAM POLICIES BEFORE ENROLLING AS A VMDIRECT AFFILIATE. PARTICIPATION INDICATES THAT YOU ACCEPT THESE POLICIES AND PROCEDURES. IF YOU DO NOT ACCEPT THESE POLICIES AND

PROCEDURES, PLEASE DO NOT ENROLL AS A VMDIRECT AFFILIATE. MOREOVER, THE CONTINUED ENROLLMENT AT THE PROGRAM SHALL MEAN THAT YOU ARE IN AGREEMENT WITH THE POLICIES AND PROCEDURES, AS MODIFIED FROM TIME TO TIME.

VMDIRECT CODE OF ETHICS

VMdirect has made a commitment to provide products of the finest quality. In turn, the company expects Independent VMdirect Affiliates to reflect that image in their relationships with Customers and other Sales Affiliates.

As an Independent Affiliate you are generally free to operate your business as you see fit, providing it is within the boundaries of these Policies and Procedures, but it is to our mutual, long-term advantage if you act according to the highest standards of integrity and fair practice in your role as a VMdirect Affiliate.

As part of the strategic alliance with Qivana, VMdirect has agreed to offer to its Independent Affiliates the opportunity to join the Qivana opportunity as independent business owners (“IBOs”) whereby a special purpose affiliate of VMdirect shall enroll as an IBO in the Qivana opportunity. VMdirect does not solicit any participation and there is absolutely no linkage or requirement to join Qivana, but for those who join as IBOs, the VMdirect code of ethics shall apply to their participation in VMDirect, and the Qivana code of ethics shall apply to the Qivana IBOs, and in case of conflict, the rules of VMdirect shall govern.

The VMdirect Code of Ethics, therefore, states:

As an Independent VMdirect Affiliate:

“I will conduct my business in an honest, ethical manner at all times.”

“I will learn all about VMdirect’s Products and Services so I can be knowledgeable and represent them well in the marketplace.”

“I will learn to manage my Business.”

“I will stay abreast of all Company updates and information as provided in my VMdirect Virtual Dash Board, and as stated in the Company Policies and Procedures.”

“I will make no representations about the benefits and savings associated with VMdirect Affiliate products or services other than those contained in officially approved corporate literature and videos.”

“I will provide support and encouragement to my customers to ensure that their experience with the VMdirect Affiliate is a successful one. I understand that it is important to provide follow-up service and support to my organization.”

“I will motivate and actively work with members of my entire business organization to help them build their VMdirect Affiliate business.”

"I will refrain from exaggerating my personal income or the income potential in general and will stress to Sales Affiliate candidates the level of effort required to succeed in the business."

"I will not make disparaging remarks about other products, services, Sales Affiliates, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow VMdirect Affiliates or corporate employees and individuals."

"Although the Company may assist me in becoming aware of applicable laws, rules, and requirements, the sole responsibility to conduct my Affiliate relationship lawfully in any jurisdiction rests with me. Therefore, I release the Company and its officers, directors, agents, advisors and employees from all liability for my conduct, actions or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as an Affiliate, arising out of any of my acts or omissions."

"I understand the Company makes no income guarantees or predictions. Many factors influence the potential earnings for an individual. I understand the Commissions paid by the Company are earned through my active marketing efforts of the Company's products and services, and will be paid in accordance with the Company's Compensation Plan. I am entitled to receive Affiliate benefits and opportunities offered to Affiliates through the Compensation Plan, provided I maintain an Affiliate relationship that operates in compliance with the Contract. I hereby acknowledge that I have access to all documents comprising the Contract, the contents of which are incorporated herein by reference. The Compensation Plan and its commissions, overrides and/or bonuses, relating to the sale or other output derived from commissionable products and services, are privileges of my status as an active Affiliate in good standing. I agree to abide by the Contract, as modified from time to time, and posted at VMdirect.com."

"I understand my enrollment fee, monthly recurring billing and annual renewal fee will be an automatic charge to the credit card I provide within my profile, and it is my sole responsibility to ensure my credit card on file is in good standing. Enrollment fees may be subject to tax (depending on Affiliate location) and shipping (on enrollments of Fast Track and above). The credit card or bank draft listed on the Affiliate profile will automatically be charged for this order. Orders with declined bank drafts or orders with declined or expired credit cards may not be processed. Attempts may be made by the Company to reprocess the order, should a credit card decline; however, the Company makes no assurances that these attempts will be made. If a credit card is due to expire or has expired, the Affiliate is responsible for providing current payment. If an order cannot be processed due to declined payment, the Company will not be held responsible for Personal Volume shortfalls."

"I will abide by all of the Policies and Procedures and Terms of Service of VMdirect and product usage as included herein, or as may be amended from time to time."

"I understand that in introducing me to the Qivana opportunity, the Company makes no product, marketability or income guarantees or predictions. Many factors influence the potential earnings for an individual. I understand the Commissions paid by Qivana will be earned through my active marketing efforts of the Qivana products and services, and will be paid in accordance with the Qivana Compensation Plan which is separate and apart from the Company's Compensation Plan. I shall be entitled to receive IBO benefits and opportunities

offered to IBOs through the Qivana Compensation Plan, provided I maintain an IBO relationship that operates in compliance with the Qivana rules and shall relieve VMdirect from any responsibility to such payment.” I shall operate my IBO business in good ethics.

The covenants, rules, regulations, and Policies, unless otherwise stipulated, shall be enforceable and binding, unless otherwise stated in the Policies and Procedures.

SECTION 1: DEFINITIONS

Affiliate: an individual, corporation, partnership or other legal entity who acts as an independent contractor authorized by the Company to purchase and retail products and services, recruit other Affiliates, and receive compensation in accordance with the requirements of the Sales Compensation Plans. An Affiliate’s relationship to the Company is governed by the Contract.

Agreement or Contract: the agreement between an Affiliate and the Company composed of these Policies and Procedures, the Sales Compensation Plans, Terms & Conditions and other forms required by the Company.

AttainResponse LLC: An Erie, Colorado company engaged in media services, live video, e mail marketing technologies, all constituting the media and mail platform for the Company’s products.

AttainResponse Products: mailf5, media f5, and marketingf5 constituting the products sold in various permutations on the Helloworld site, the VMdirect site and the AttainResponse site.

Authorized Country: any country designated in writing by the Company as officially opened for business to all Affiliates.

Bonuses Commissions: compensation paid by the Company to an Affiliate based on the volume of products or services sold by an Affiliate and his/her group upon meeting all requirements as set forth in the Sales Compensation Plans. Bonus and Commission pay periods are calculated on a calendar-month or weekly basis.

Business Organization: a group of Affiliates either directly sponsored or signed by those in a direct chain of sponsorship by other Affiliates in the organization of a particular Affiliate.

Company: VMdirect, LLC is a wholly owned subsidiary of DigitalFX International, Inc.

Company Approved Sales Aids: marketing materials approved for use in specific countries designated in writing by the Company.

Corporation: any business entity such as a corporation, partnership, limited liability company, or other form of business organization legally formed under the laws of the state in which it was organized.

Independent Business Owner or IBO: an independent distributor in the Qivana direct marketing network.

Matrix: The aggregate of all Business Organizations of the Company each comprising of a maximum of 3x8 layers.

Partnership/Corporation Form: a supplemental document to the Affiliate Agreement. The Partnership/Corporation Form must be completed and signed by a partnership, corporation, or other legal entity (See Corporation definition) applying to become an Affiliate. The Partnership/Corporation form should list all Persons who are partners, shareholders, principals, officers, directors or members.

| PCBV: the point value of products and or services purchased by an Affiliate's personally enrolled retail customers.

Personal Enroller: an Affiliate who enrolls another Affiliate within their Business Organization.

Personal Volume: the point value of products and/or services purchased by an Affiliate and/or that Affiliate's personally enrolled retail customers, in one calendar month.

Personalized Sales Aid: business cards, letterhead, stationery, envelopes, note pads, self-stick labels or name badges imprinted with the Company names or logos and an Affiliate's name, address, telephone number, other personal contact information, etc.

Placement Sponsor: an Affiliate's immediate upline Affiliate in the business organization.

Policies and Procedures: the policies governing how an Affiliate is to conduct their business as set forth in this document (including Supplemental Policies) and defining all rights and relationships of the parties.

Products or Company Products: the products sold online from time to time at www.vmdirect.com, www.helloworld.com and www.attairesponse.com

Program: the direct selling/ network marketing offered by the Company.

Qivana LLC or Qivana: A network marketing company based in Provo, Utah and specializing in nutraceuticals.

Qivana Opportunity: The opportunity offered to IBOs to resell Qivana products that is administered separately by Qivana and is distinguishable for the VMDirect opportunity.

Rank: your current qualified status in regards to advancement in the VMDirect Compensation Plan.

Sales Aid: any material used in the offer or sale of products or services, recruitment of prospective Affiliates, or training of Affiliates, which makes reference to the Company, its affiliated companies or divisions, the products, the Sales Compensation Plans, or the trade names or logos.

Sales Compensation Plans: the specific plan utilized by the Company that outlines the details and requirements of the compensation structure for Affiliates of the Company.

Title: a non-qualifying achievement, an Affiliate always retains the Title of the highest Rank they have achieved. For example, if in May an Affiliate achieves the Rank of Diamond, but in June they only achieve the Rank of Platinum, the Affiliate retains their Diamond Title, even though they only qualify for bonuses and commissions paid at the Platinum level.

SECTION 2: BECOMING A SALES AFFILIATE

A Person may become an Affiliate by enrolling as an Affiliate at various levels on the Company's web site or through the approved transfer of an existing Affiliate Business Organization. The enrollment and application process shall be done on-line or by completing the required Affiliate forms and providing appropriate payment to VMdirect. The Application Process shall incorporate by reference these Policies and Procedures, the Terms and Conditions, and the Compensation Plan. By enrolling as an Affiliate, enrolling as a customer, or engaging in any other manner on the Company site, the Affiliate acknowledges acceptance of these Policies and Procedures and agrees to be bound by the provisions of these documents. Should it be determined that the documents are in any manner contradictory or inconsistent, the contradictory or inconsistent provision shall be interpreted in the manner consistent with the Terms and Conditions of the Application. No other purchases are required; product and service purchases are optional. Under no circumstances may an Affiliate purchase products and services for the sole purpose of raising their Rank pay and/or Title Achievement to earn bonus pool shares, service level bonus payouts, and matrix commissions. The Company reserves the right, in its sole discretion, to refuse to accept any application for any Affiliate. The Company also reserves the right to audit and ensure that only a reasonable number of retail accounts (i.e. no than more 5) are purchased by the same Affiliate and/or paid for using a single credit card number. The Affiliate is bound by the Contract as set forth in the Affiliate Agreement.

Besides the aforementioned forms, ALL Affiliates must complete and submit all required forms, including the W-9 Form (for U.S. persons or U.S. resident aliens), the VMdirect Funds Authorization Form and the VMdirect Debit Card Program and Direct Deposit (ACH) Enrollment Form, to the Company.

NOTE: The W-9 Form **must** list a valid Social Security Number or Federal Tax Identification Number (TIN) that has been issued to an Affiliate by the U.S. Social Security Administration. We are required by law to report Commission earnings to the Internal Revenue Service. Without a valid Social Security Number or TIN, commission earnings will be held by the Company until the Affiliate provides the required information.

An Affiliate may continue to earn Commissions, but a Commission payment will not be sent to the Affiliate until **ALL** required forms are on file.

Upon request by the Company, an Affiliate must provide proof of residency and proof of his/her ability to legally conduct business in the country that corresponds with the Affiliate Agreement.

If an Affiliate fails to provide that documentation, the Company may declare an Affiliate Agreement void from its inception.

For a Corporation, the following requirements must be met:

- The Affiliate Agreement must list all participants of the Corporation. Upon request by the Company, the Corporation must provide proof of residency and proof of the ability to legally conduct business in the country which corresponds with the Corporation's Affiliate Agreement. If a participant fails to provide that documentation, the Company, at its election, may declare the Affiliate Agreement void from its inception.
- A Partnership/Corporation Form, as legally required by the state, province or country of residence (i.e. Secretary of State), must be submitted, complete with signatures of all managing members of the Corporation. In the case of a Corporation, the Partnership/Corporation Form must list all principal officers and shareholders holding in excess of 5% interest in the Corporation. In the case of a partnership, the Partnership/Corporation Form must contain the names of all general and limited partners, or members.

An applicant or Affiliate is prohibited from submitting any false or inaccurate information to the Company. An Affiliate must inform the Company of any changes affecting the accuracy of the Affiliate Agreement or Partnership/Corporation Form. The Company reserves the right to immediately terminate an Affiliate, or declare the Affiliate Agreement void from its inception, if the Company determines that false or inaccurate information was provided. In the event that false or inaccurate information was provided, any fees associated with the false or inaccurate information are NOT eligible for refunds.

Changes to a Partnership or Corporation must be submitted on a new Partnership/Corporation Form with "Amended" written across the top.

A Person becomes an approved Affiliate on the date the Affiliate Agreement is successfully processed on-line during the on-line enrollment procedure or on the date the Affiliate Agreement is successfully processed by the Company. A Person must become an enrolled Affiliate by the last working day of the month at 12 midnight US Central Time in order to be included in that month's Compensation and qualification computations (to check the local time in your jurisdiction, visit: <http://wwp.greenwichmeantime.com/>). Receipt of an Affiliate Enrollment Form by the Company does not constitute nor does it imply that an Applicant has qualified to become an Affiliate – only upon completing the online enrollment procedure. The Company will be held harmless if a credit card payment needed to qualify for commissions and bonuses cannot be processed.

An Affiliate may have a simultaneous beneficial interest or may participate in up to two positions in the VMdirect opportunity, within the same Business Organization, through the relationship of a spouse, co-habitant, or business entity with a proper EIN. A position as an IBO shall not be counted towards this limitation. If a spouse, co-habitant or business entity/EIN of an Affiliate wishes to become an Affiliate, he/she must be added to the Business Organization of the spouse or co-habitant – under no circumstances may a husband and wife, or a person and their business entity be enrolled in different organizational lines. One partner must be the enroller of the other. A beneficial interest includes but is not limited to any

ownership interest, any rights to present or future benefits, financial or otherwise, rights to purchase at wholesale prices, recognition or other tangible or intangible benefits associated with an Affiliate position. Under no circumstances may an Affiliate hold a position or interest in more than two positions. Violation of this policy may result in immediate termination of the offending Affiliate and/or business organizations, as well as forfeiture of any fees associated with the other positions. The Company reserves the right to recoup any commissions or bonuses paid on any positions in violation of this policy.

Affiliate Allowances:

Affiliate Husband John Enrolls Wife Mary – John’s business entity may not be enrolled

Affiliate Husband John Enrolls John’s Business Entity – John’s wife Mary may not be enrolled

Affiliate Husband John Enrolls Wife Mary’s Business Entity – John’s Wife Mary may not be enrolled

No individual or entity may be part of more than one Business Organization (matrix), or any interest in more than one Business Organization (matrix), within the Company. Any attempts at dual-line enrolling may result in termination by the Company. In the event that dual line enrolling has occurred, any Company imposed fees associated with multiple position/dual-line enrolling, necessary to rectify the error, etc. are NOT eligible for refunds.

Any Person who should be listed on the Partnership/Corporation Form of a Corporation as an executive is considered to have a beneficial interest in the Business Organization (matrix) existing in the name of that Corporation. If that Person wishes to become an Affiliate, that Person must resign from the Corporation and then be added to the Business Organization previously formed with that Corporation.

A Corporation is considered to have a beneficial interest in the Business Organization existing in the name of any Person listed on its Partnership/Corporation Form. To become an Affiliate, that Corporation must be added to the Affiliate Agreement previously formed with that listed Person.

An Affiliate who has engaged in Business Activity may not at any time acquire an interest in or merge with a pre-existing Business Organization under a different Sponsor and/or business matrix. An Affiliate may not have or acquire a present or future ownership interest in or establish another Business Organization in the name of a corporation, family member or an unrelated individual.

In the event of divorce or company dissolution, the Affiliate understands that the Company holds no responsibility in the division of the Business Organization assets, and asset division is the sole responsibility of the Affiliate and/or business partners. Other than as required by court order, the Company shall not engage or participate in any legal proceedings relating to the separation or dissolution, nor under any circumstances will the Company split or perform separate accounting practices on any earned commissions or bonuses.

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and Policies and Procedures, VMdirect shall pay commissions to such Affiliate in accordance with the Compensation Plan, as amended from time to time. An Affiliate’s bonuses and commissions constitute the entire consideration for the

Affiliate's efforts in generating sales and all activities related to generating sales (including building a Business Organization).

SECTION 3: RESTRICTIONS ON BECOMING AN AFFILIATE

An applicant must be of legal age in his/her country or state of residence (usually 18 years old) and legally able to enter into contracts to qualify to be a VMdirect Affiliate.

The Affiliate must register in his/her own name and provide true and current information. VMdirect will open an Account for the Affiliate when he/she completes the registration process. The Affiliate will select a primary Digital ID that will be identified with his/her Affiliate Account for the life of his/her account. Digital IDs may not be vulgar, used by someone else, impersonate someone else, or contain any company trademark names, logos, service marks or derivatives thereof, including but not limited to VMdirect, hello, world, DigitalFX, or any of its Affiliates or products. VMdirect, in its sole discretion, may reject the use or assignment of a Digital ID. All VMdirect Digital IDs affiliated with the Affiliate Account are the property of VMdirect and, at VMdirect's sole discretion, expire upon the cancellation or termination of the Affiliate Account. **Digital IDs are permanent and may not be changed after enrollment.**

The Affiliate is responsible for all activity on his/her Account. The Account may be subject to disciplinary action or termination if the Account is used inappropriately. The Affiliate agrees to comply with all applicable laws, rules and regulations regarding his/her membership and use of VMdirect Services. The Affiliate agrees to abide by the VMdirect Code of Ethics and acknowledges that VMdirect has the right to enforce them in its sole discretion. VMdirect may take any action against the Affiliate Account, ranging from a warning to termination, if the Affiliate or anyone using the Affiliate Account violates the VMdirect Code of Ethics or any other term of the VMdirect Terms of Service. **VMdirect is not required to provide notice prior to terminating the Affiliate Account.** The Affiliate agrees to keep confidential the passwords associated with the Affiliate Account and passwords that he/she uses with all other VMdirect Services. The Affiliate agrees to indemnify and hold harmless VMdirect for losses incurred by VMdirect or another party due to someone else using the Affiliate Account or password as a result of the Affiliate's failure to use reasonable care to keep the Affiliate Account information confidential.

Any Affiliate who joins the Qivana Opportunity as an IBO also agrees to abide by the Qivana Code of Ethics to the extent it does not conflict with the rules hereunder, and acknowledges that Qivana has the right to monitor such behavior and to enforce its rules of ethics in its sole discretion.

An Affiliate may not convey, assign, or otherwise transfer any right conveyed by the Contract to any Person or entity without the express, prior written consent of the Company, which consent shall not be unreasonably withheld. An Affiliate may dispose of, transfer, or otherwise assign his/her Business Organization under applicable law relating to gifts and bequest with the prior written consent of the Company, which shall not unreasonably be withheld. Any assets that take the form of claims to compensation or satisfaction of contractual obligations, from or by the Company, will not be recognized as assets of the transferee on the records of the Company until the Company has received a signed and completed 'Site and Position Transfer Application' and has given its formal written approval. The Business Organization

transferred is subject to all remedial measures under the Contract that may have arisen prior to the transfer. **Moreover, the new owners of the position being transferred will be required to qualify for AttainResponse Reseller certification, regardless of whether or not the previous owner qualified as a Reseller, prior to being eligible to earn commissions on AttainResponse sales and subsequent down-line sales.**

VMdirect charges a nominal fee of \$250.00 USD for this Site and Position Transfer process. An Affiliate may delegate his/her responsibilities but is ultimately responsible for ensuring compliance with the Contract and applicable laws. VMdirect reserves all rights to accept or reject any agreements of sale or transfer based on qualifications of purchaser, misrepresentation by seller, or any further issues that may arise resulting in potential detriment to VMdirect. In no event may the Sale be made in a situation that would cause purchaser to be in violation of these Policies and Procedures. Any Person working with or for the Affiliate as part of his/her Business Organization will do so only under the Affiliate's direct supervision.

SECTION 4: RESPONSIBILITIES OF AN AFFILIATE

- An Affiliate is an independent contractor.
- An Affiliate is not an agent, employee, partner, or in a joint venture with the Company. An Affiliate is prohibited from representing himself as such.
- An Affiliate who is an IBO is not an agent, employee, partner, or in a joint venture with the Company. An Affiliate is prohibited from representing himself as such.
- An Affiliate must represent the products, services, and opportunity ethically and professionally.
- An Affiliate who is an IBO must represent the products and opportunity as Qivana's products and opportunity, ethically and professionally.
- No representation or sales offers may be made relating to products and services of the Company, which are not accurate and truthful as to price, grade, quality, performance, and availability.
- No representation or sales offers may be made relating to products of Qivana, which are not accurate and truthful as to price, grade, quality, performance, and availability.
- No unreasonable, misleading, or unrepresentative earnings claims may be made. No income guarantees of any kind may be made. Exhibiting actual or facsimile checks is strictly prohibited.
- No unreasonable, misleading, or unrepresentative earnings claims may be made with regard to the Qivana Opportunity. No income guarantees of any kind may be made on behalf of the Company.

- An Affiliate must be certified as an AttainResponse Reseller in order to earn commissions on sales of AttainResponse retail accounts.
- Except as provided in the immediately following paragraph with regard to the Qivana Opportunity, an Affiliate may not solicit or entice any other Affiliate, whom he/she did not personally sponsor, to sell or purchase products or services other than those offered by the Company. To do so constitutes an unwarranted and unreasonable interference with the contractual relationship between the Company and its Affiliates. The Affiliate agrees that a violation of this rule inflicts irreparable harm on the Company and agrees that injunctive relief is an appropriate remedy to prevent that harm.
- To support the strategic alliance with and introduction by the Company of the Qivana Opportunity to all Affiliates in the VMDirect network and to facilitate sales of the Qivana Products as well as the Company Products by those who wish to do so, and as long as such introduction by the Company is limited to **Company wide announcements** as opposed to one on one solicitation, an Affiliate represents that he / she is aware and agrees that the Company may engage in what might be considered an open solicitation of Affiliates to sell or purchase products or services from Qivana. The Affiliate recognizes that the Company shall cooperate with the Sponsor of the Affiliate to coordinate any sign ups in the Qivana Opportunity, and that in doing so, the Company seeks the general benefit of the totally of the Affiliate body. Any single Affiliate who attempts to do so on a one on one basis may inflict irreparable harm on the Company and agrees that injunctive relief is an appropriate remedy to prevent that harm.
- An Affiliate is responsible for his/her own business decisions and expenditures.
- Once a Sales Affiliate enrolls another Sales Affiliate, the enroller has the obligation to perform a genuine supervisory and training function so that the new member may succeed properly. Enrollers are to be advisors to their new business organization members. As advisors, they must have continuous contact, communications, and supervision with their complete sales organization. This includes, but is not limited to: written correspondence, telephone contact, email contact (if available), personal meetings, training sessions, sharing genealogy information with those enrolled, and accompanying individuals to corporate events.
- VMdirect offers a robust backend system of reports, gene trees, and estimation calculators. These reports provide mere estimates of commissions, organization, etc. Once the Commission Run has posted, the numbers are considered final. Even though VMdirect provides the aforementioned reports and systems for use by the Affiliates, it is ultimately the responsibility of the Affiliate to maintain the integrity of his/her organization and activity levels through communications, supervision, etc. as mentioned above whether or not the reports are available.
- An Affiliate must comply fully with the Contract.
- An Affiliate is personally responsible for compliance with all federal, state, and local laws and regulations within their jurisdictions.

- There are no exclusive territories or franchises; an Affiliate has the right to operate in any Authorized Country. An Affiliate, who wishes to conduct business in an Authorized Country outside the country of his/her legal citizenship, must ensure compliance with all applicable regulations of the Authorized Country.

VMdirect charges monthly, in advance, for the VMdirect products and services. Surcharges may apply if certain payment methods are used. All charges are nonrefundable unless provided otherwise in the Affiliate's or Retail Customer's subscription plan.

To determine the active status of an Affiliate's account or the accounts of their Retail Customers' and other billing information, please view the Affiliate/Customer information provided through the Organization Chart as displayed in the Affiliate Virtual Admin Center.

Any trial promotion (such as free trial time) must be used up within the specified time of the trial. The Affiliate/Retail Customer must cancel his/her account BEFORE the end of the trial period to avoid being charged a membership fee. Please note, however, that even during any free trial or other promotion, the Affiliate/Retail Customer will still be responsible for any purchases and surcharges incurred using the Affiliate Account, customer account, or any new account opened or spun off for any sub accounts.

The Affiliate/Retail Customer must select a designated payment method to pay VMdirect for subscription fees and all purchases made from VMdirect. Accurate billing and payment information must be given to VMdirect and kept up-to-date. VMdirect will bill the Affiliate/Retail Customer through the Account that is assigned to the primary Digital ID. The Affiliate/Retail Customer agrees to pay VMdirect for all charges incurred under the Affiliate/Retail Customer Account, including all applicable taxes, fees and surcharges. The Affiliate authorizes VMdirect to charge the payment method that was designated by the Affiliate/Retail Customer for these charges. If VMdirect does not receive payment from the designated payment method, the Affiliate/Retail Customer agrees to pay all amounts due upon demand by VMdirect.

Every time the Affiliate/Retail Customer uses a VMdirect Service, she reaffirms that (i) VMdirect is authorized to charge the designated payment method; (ii) VMdirect may submit charges incurred under the Account for payment; (iii) the Affiliate/Retail Customer will be responsible for such charges, even if the Affiliate/Retail Customer membership is canceled or terminated, and (v) that her or she agrees with the Terms of the Contract, as amended from time to time.

After 30 days from the date of any unpaid charges, the Account will be deemed delinquent and VMdirect may terminate or suspend the Account for nonpayment. VMdirect reserves the right to assess additional fees per month late charges if payment is more than 30 days past due and to use alternate means to collect any unpaid charges. The Affiliate/Retail Customer is liable for any fees, including attorney and collection fees incurred by VMdirect in its efforts to collect any remaining balances from the Affiliate/Retail Customer.

The Affiliate/Retail Customer is responsible for all charges incurred under the Account, including applicable taxes, fees, surcharges, and purchases made by the Affiliate/Retail Customer or anyone allowed to use the Account (including children, family or friends).

The Company has provided all Affiliates and Customers with the ability to change their credit card information at any time and reprocess their monthly subscription payment automatically via the 'Edit Billing Profile' option.

As such, the Affiliate/Retail Customer must notify VMdirect about any billing problems or discrepancies within 90 days after they first appear on the Account statement. If they are not brought to VMdirect's attention within 90 days, the Affiliate/Retail Customer agrees that he/she waives his/her right to dispute such problems or discrepancies.

The Affiliate/Retail Customer is responsible for obtaining and maintaining, at his/her expense, all equipment and services needed to access VMdirect Services. He/She is also responsible for any communications charges he/she may incur by accessing VMdirect Services through a third-party network, such as a cable or wireless carrier.

The Company may take action against a Business Organization, as outlined in Section 6 of the Policies and Procedures and elsewhere in the Contract, if the Company determines, in its sole discretion, that the Affiliate's conduct or the conduct of any participant to the Business Organization is detrimental, disruptive, or damaging to the reputation of the Affiliate network or the Company.

SECTION 5: SALES COMPENSATION PLANS

An Affiliate receives no compensation for sponsoring other Affiliates. All active Affiliates must have and maintain, at all times, at least one active retail customer in order to earn commissions and bonuses.

An Affiliate is neither guaranteed a specific income nor assured any level of profit or success. An Affiliate's profit and success can come only through the successful sale of products or services and the products and service sales of other Affiliates within the Affiliate's Business Organization. All success is based on the efforts of the Affiliate and other factors outside of the Company's control.

Without affecting an Affiliate's right to retail profits based on his/her sale of products or services, an Affiliate can receive compensation only if, on a monthly basis, he/she fulfills all requirements of the Sales Compensation Plans, including but not limited to, retail sales, and is not in default of any material obligations under the Contract. An Affiliate must be active through the 14th of the following month in order to qualify for and to be paid commissions for the preceding month.

An Affiliate's account is automatically renewed on a monthly basis based on the original Affiliate Plan purchased when signed up or upgraded to. This monthly subscription fee is processed on either the 10th or the 20th of the month, depending on the date of sign up. If the Affiliate originally signed up between the 1st and 15th of any given month, then the automatic recurring billing will occur on the following month on the 10th. If the Affiliate originally signed up between the 16th and the end of any given month, then the automatic recurring billing will occur on the following month on the 20th. Any subscription charge-backs received by VMdirect through its merchant service is considered a cancellation and will result in instant termination.

Affiliates are responsible for any charges incurred which are due to their credit/debit card company or banks for insufficient funds, interest or any charges incurred when processing enrollment or subscription payments.

Any payment, which is not supported by sufficient funds, constitutes a breach of the Contract. A service fee of \$30 will be charged. If acceptable payment is not promptly made, the Personal Volume of the order will be withdrawn. The Company is not responsible for any back charges incurred by the Affiliate for insufficient funds.

The Affiliate understands it is his / her responsibility to ensure proper enrollment procedures have been followed by their enrollees.

Successful enrollment as a helloWorld retail customer or AttainResponse retail customer authorizes VMdirect to debit (charge) the credit card, provided during the registration process, for the products and services received each month. This authorization will remain in effect until it is otherwise revoked in writing and received by VMdirect at least 5 days prior to the next recurring charge date.

The Company reserves the right to recoup any commissions or bonuses paid to any Affiliate on products or services:

- returned under the Company's refund policy or exceptions thereto.
- returned in relation to any incident of Affiliate misconduct, including but not limited to unauthorized or misleading representations, made either in connection with the offer or sale of any product or service, the opportunity or operation of the Sales Compensation Plans, the company operations and/or practices.

In recouping payments as provided in this Section 5, the Company, in its sole discretion, may require direct payment from an affected Affiliate or offset the amount of the recoupment against any present or future Commissions.

A Commission may be paid electronically by Company Branded Debit Card or Direct Deposit, and is issued in the name of the company or individual name listed on-line in the User Profile area of the VMdirect Virtual Admin Center. The Company Branded Debit Card is meant to be a convenience to the Affiliate. It is not required to participate in the Company Branded Debit Card Program, and any Affiliate who chooses to do so, does so of their own volition. Any issues or service disputes concerning the Debit Card are considered to be between the Affiliate and the issuing bank.

The commission payment represents the final calculated amount of commissions and bonuses that the Affiliate qualified for during the Commission Period. Matrix commissions are paid on the 15th of the following month in which they were earned. If the 15th falls on a weekend, Matrix commissions will be paid on the following business day. Service Pack Level Bonuses are paid on a weekly basis after the enrolled Affiliate has remained active for 14 days. All payments shall be binding and final upon cashing or deposit. Commission payments will only be issued provided all qualifications are met. Any disputes in the amount of Commission payment must be submitted in writing within 15 calendar days of issuance.

Only commission/bonus payments in the amount of \$20 or more will be issued. Any commission/bonus amount less than \$20 will accumulate each month until it has reached the \$20 minimum payment amount at which time it will be issued during the regular Commission Run. Only in the case of cancelled accounts may an Affiliate request that a payment for less than \$20 be issued at a cost of \$2 per transaction.

To the extent required by law, the Company will send notification of an Affiliate's Commission/Bonus payments to relevant tax authorities.

Moving from HelloWorld Retail Customer Status to VMdirect Affiliate Status

All helloWorld Retail Customers are assigned a replicated portal through which they are able to access their products and services offered under the name of helloWorld. This replicated portal also consists of a replicated e-commerce storefront and enrollment page through which other helloWorld Retail Customers may enroll for the helloWorld services. **RETAIL HelloWorld CUSTOMERS DO NOT EARN COMMISSIONS.** Therefore, any enrollments or any products sold through the helloWorld Retail Customer's replicated portal will count towards the volumes and commissions earned by the VMdirect Affiliate who is considered the enroller of that line of Retail Customers. If a helloWorld Retail Customer should decide to become a VMdirect Affiliate, he/she understands that he/she must build a new group of Retail Customers associated with his/her VMdirect Affiliate Account. There will be no transfer of helloWorld Retail Customer Accounts.

Moving from AttainResponse Retail Customer Status to VMdirect Affiliate Status

All AttainResponse Retail Customers are assigned a replicated portal through which they are able to access their products and services offered under the name of AttainResponse. This replicated portal also consists of a replicated e-commerce storefront and enrollment page through which other AttainResponse Retail Customers may enroll for the AttainResponse services. **RETAIL AttainResponse CUSTOMERS DO NOT EARN COMMISSIONS.** Therefore, any enrollments or any products sold through the AttainResponse Retail Customer's replicated portal will count towards the volumes and commissions earned by the VMdirect Affiliate who is considered the enroller of that line of Retail Customers and provided that he/ she have obtained AttainResponse Reseller Certification. If an AttainResponse Retail Customer should decide to become a VMdirect Affiliate, he/she understands that he/she must build a new group of Retail Customers associated with his/her VMdirect Affiliate Account. There will be no transfer of AttainResponse Retail Customer Accounts.

SECTION 6: BREACH OF CONTRACT/TERMINATION OF CONTRACT PROCEDURES

An Affiliate's rights under the Contract are conditioned upon and subject to the Affiliate's continued performance in accordance with the terms of the Contract. Upon failure by an Affiliate to perform his/her obligations as set forth in the Contract, the Affiliate's rights cease.

The Company may excuse an Affiliate's non-performance in whole or in part without waiving its rights and remedies under the Contract. Furthermore, in addition to, or in lieu of terminating the Contract, the Company may:

- Provide verbal or written notification to the Affiliate of the Company's concerns and of the Company's intent to discontinue the Affiliate's rights under the Contract if the Affiliate's non-performance continues
- Closely monitor the Affiliate's conduct over a specified period of time to ensure performance of the contractual duties by the Affiliate
- Require additional assurances by the Affiliate that performance will be in compliance with the Contract. Further assurances may include requiring the Affiliate to take certain actions in an effort to mitigate or correct the Affiliate's non-performance
- Deny privileges that are awarded to Affiliates from time to time by the Company or cease performing the Company's obligations under the Contract, including but not limited to, awards, recognition at corporate events or in corporate literature, participation in Company-sponsored events, placement of product or service orders, or promotion within the Sales Compensation Plans.
- Discontinue or limit payment of Commissions/Bonuses from all or any part of the Affiliate's and Business Organization's sales based on the premise that because of the Affiliate's noncompliance, the Affiliate is not entitled to Commissions/Bonuses.
- Seek injunctive relief or other remedies available by law.

The following procedure applies when the Company investigates an alleged violation of the Contract:

- Taking into account the Company's technology which enables an Affiliate to reach all network Affiliates, and barring the need to take immediate action to avoid further damage in cases of flagrant violation, the Company shall either provide verbal notice or send a written notice of the alleged breach of Contract to the Affiliate. Each Affiliate agrees that the relationship between an Affiliate and the Company is entirely contractual. Accordingly, the Company will neither honor nor respect any claim by an Affiliate that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been verbally authorized by an employee of the Company in contradiction of the terms of the Contract, or is otherwise implied in fact.
- In a case when written notice is sent, the Company will give the Affiliate ten business days from the date of dispatch of a notification letter during which the Affiliate may present all his information relating to the incident for review by the Company; the Company reserves the right to prohibit activity (e.g. placing orders, sponsoring, modifying Affiliate information, receiving Commissions/Bonuses, etc.) by the Affiliate in question from the time notice is sent to the Affiliate until a final Company decision is rendered.
- On the basis of any information obtained from collateral sources and from the Company's investigation of the statements and facts taken together with information submitted to the Company during the response period, the Company will make a final decision regarding the appropriate remedy, which may include the termination of an Affiliate's Contract.

- The Company reserves the right to impose remedies for similar Contract violations on a case-by-case basis. The Company will promptly notify the Affiliate of its decision. Any remedies will be effective as of the date on which notice of the Company's decision is dispatched.

An Affiliate may be terminated if he/ she has encouraged, enticed, or otherwise assisted another Affiliate to transfer to a different Sponsor in the Company network. This includes, but is not limited to, offering financial or other tangible incentives for another Affiliate to terminate an existing Business Organization and then re-sign under a different Sponsor.

In the event the Company concludes that an inappropriate line switch has occurred, in addition to other remedies listed in Section 6, the offending Affiliate may be penalized and the second-in-time Business Organization shall be returned to and be merged with the first-in-time Business Organization at the expense of the offending Affiliate. The Company may also impose penalties on any Business Organization that solicits or entices an existing Affiliate to change lines of sponsorship.

An Affiliate may terminate his Contract at any time, and for any reason, by sending a written notice of intent to terminate (either in e-mail via the Customer Support Center or by letter format) to the Company. Terminations may only be accepted from the Affiliate of record. Any termination request submitted by anyone other than the Affiliate of record will not be accepted, except in the case of death or disability. In the case of death or disability, termination will be granted if submitted by the executor or legal guardian. Termination becomes effective as of the date the Company receives written notice (either in e-mail via the Customer Support Center or by letter format) of termination. Under no circumstances may an account be terminated via a telephone call. Certain obligations regarding confidentiality of information and the Affiliate network survive termination of the Contract as outlined in Section 32.

In the event of death, a Sales Affiliates' heirs maintain his/her rights to commissions and marketing position. The commissions and marketing position as well as membership duties and responsibilities shall be passed to the successor in interest upon written court order. The Company requires a certificate of death, a certified copy of the will, trust or other legal document and a court order before the Company may affect transfer of the deceased Sales Affiliate's membership to the named transferee. The successor Sales Affiliate is required to execute a new VMdirect application. **Moreover, Company at its sole discretion, may require that the successor Affiliate qualify for AttainResponse Reseller certification, regardless of whether or not the previous owner qualified as a Reseller, prior to being eligible to earn commissions on AttainResponse sales and subsequent down-line sales.**

The Company will not review any violation of the terms and conditions of the Contract not brought to the Company's attention within two years of the initiation of the alleged violation. Failure to report a violation within the two-year period will result in the Company not pursuing the allegations in order to prevent stale claims from disrupting the ongoing business activities of Business Organizations. All reports of violations must be in writing and sent to the attention of the Company.

If an Affiliate is terminated for infractions or violations of the Policies and Procedures no refunds will be paid to the terminated Affiliate.

Resigning Affiliates, regardless of Rank or Title achieved, are not eligible to be enrolled into VMdirect again for a period of six (6) months following the date of termination.

If any Affiliate reaches two (2) months of inactivity within a calendar year (Inactivity meaning that an Affiliate has not renewed his monthly service equaling the minimum PV to be qualified as “active”), that Sales Affiliate will be deemed expired from the commission structure and the VMdirect organization. The expired Sales Affiliate will be eligible for re-enrollment after six months following date of termination. (An Affiliate may reactivate their inactive position by paying 50% of past fees for each month they were inactive.) Date of termination will be defined as date of cancellation or date of system expiration due to account inactivity. However, all rights to business organization, Digital ID, upline sponsor, and position are relinquished upon being deleted. If an Affiliate remains inactive during a commission period for any reason, that Affiliate will be deemed ineligible to participate in the commissions and bonuses normally offered to an active Affiliate.

The act of any participant in an Affiliate Organization or spouse or partner of an Affiliate is attributable to the Affiliate and remedies, including termination of the Contract, necessitated by that act may be applied to the Affiliate generally.

SECTION 6A: DELETION OF AFFILIATE SITE OR “ROLL UP”

A) Roll Up

When a vacancy occurs in an Affiliate’s Organization due to the non-renewal, inactivity, voluntary resignation or involuntary termination of an Affiliate (collectively “canceled”), each First Level Affiliate (FLA) in the first level below the Canceled Affiliate will have the opportunity, at the company’s sole discretion, to roll up into the position of the Canceled Affiliate under the following conditions:

The active FLA with the highest paid title (meaning highest current title AND highest commissions payment) in the month immediately prior to the roll up month would assume into the position of the Canceled Affiliate. In the event of a tie, the following criteria would be used in the order listed;

- I. The FLA who has the largest number of active personally enrolled qualified Directors or above in the month immediately prior
- II. The FLA who has the largest number of personally enrolled active Retail Customers in the month immediately prior
- III. The FLA who has the largest number of active Retail Customers in their Organization in the month immediately prior
- IV. The FLA who has the largest number of Group Business Volume (GBV) in their Organization in the month immediately prior
- V. The FLA who has the largest number of Personal Volume (PV) in the month immediately prior
- VI. The FLA who has the earlier entry date in VMdirect

NOTE:

1. In the case of an Affiliate's site deletion based on Inactivity, Roll Up will occur after the month following an Affiliate's status being assigned as Expired.
2. In the case of an Affiliate's site deletion based on any other reason, Roll Up will occur at the discretion of the Company.
3. The Retail Customers of the Cancelled Affiliate are inherited by the Personal Enroller of the Cancelled Affiliate.
4. The Personally enrolled Affiliates of the Cancelled Affiliate will roll up accordingly. Placement sponsorship will change, however the Personal Enrollment will not count as a Personal Enrollment qualifier for purposes of bonus pools, etc.
5. The Company, in its sole discretion, in lieu of a roll-up, may assign the vacated position / cancelled account to a business builder whose activities could benefit the Company as a whole. Such business builder may not be a former officer, or related to an existing or a former officer of the Company.

B) Effect of Cancellation and Roll Up

Following the non-renewal of an Affiliate's Agreement (non renewal may be at the discretion of either the Affiliate or the Company), an Affiliate's **cancellation for inactivity**, or the **voluntary or involuntary cancellation of an Affiliate's Agreement** (all of these methods are collectively referred to as "cancellation"), the former Affiliate shall have no right, title, claim or interest to the Business Organization that he or she operated prior to the cancellation, or to any commission or bonus from the sales generated by the Organization. Affiliates waive all rights and claims, including but not limited to property rights that they may have to the Business Organization. Following an Affiliate's cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold himself/herself as a VMdirect Affiliate and shall not have the right to sell VMdirect products or services.

Cancellation of the Affiliate position shall not affect his/her position as an IBO at the Qivana Opportunity.

C) Involuntary Cancellation

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by VMdirect in its sole discretion, may result in any of the sanctions listed below, including the involuntary cancellation of his or her Affiliate Agreement. Involuntary cancellation shall be effective on the date on which written notice is mailed or emailed, to the Affiliate's last known address, or when the Affiliate receives actual notice of cancellation, whichever occurs first.

D) Voluntary Cancellation

A VMdirect Affiliate has the right to cancel the Agreement at any time, regardless of reason. Cancellation must be submitted in writing (by submitting an email via the Customer Support Center or by mail) to the Company by the respective account holder. Only the account holder may make the request to cancel. The written notice must include the Affiliate's name, address, Digital ID and reason for cancellation. If an Affiliate

is also a Retail Customer, the Affiliate's Retail Customer Agreement shall continue in force unless the Affiliate specifically requests that it also be cancelled. Cancellation will be effective upon receipt by the Company. An Affiliate may not cancel their membership via a telephone call. Only written requests will be accepted.

E) Non-renewal

The Agreement shall automatically renew every 12 months upon payment of a \$50 annual enrollment fee. Failure to renew will be considered a request for cancellation and the Affiliate account will be terminated. Either party may elect not to renew the agreement at any twelve-month renewal date.

SECTION 7: BECOMING A TITLED AFFILIATE

An Affiliate can achieve and maintain Title status by fulfilling and maintaining the Rank qualification requirements set forth in the Sales Compensation Plan.

The Company, at its discretion, reserves the right to hold, maintain, or promote an Affiliate to any Title in the Sales Compensation Plans without regard to fulfillment of Rank requirements.

In order to receive the paid-rank and privileges of Platinum and above, the Company expects the affected Affiliate to demonstrate leadership skills and commitment within the VMdirect organization.

SECTION 8: ORDERING PRODUCTS OR SERVICES AND PERSONALIZED SALES AIDS

An Affiliate may order products or services directly from the Company. There is no minimum order, however, for tangible deliverables, shipping and handling costs may apply. An Affiliate has no specific inventory requirements.

Orders may only be placed over the Internet. Payment must be made by credit card, or direct debit.

Any commissionable orders must be received by the Company by the last working day of a month (12 midnight US Central Standard Time) to be included in that month's qualification computations.

To check the local time in your jurisdiction, visit <http://wwp.greenwichmeantime.com/>.

Sales Aids will be sold directly to the Sales Affiliates by way of the Company.

Personalized Sales Aids may be ordered over the Internet. To ensure accuracy of information, no telephone orders will be accepted. The online order form must be fully completed.

Payment must be made via credit or debit card. The Company retains the right to use its own judgment in accepting other forms of payment, including cash, personal check, money order, and cashier check.

To protect the Company brand image, no Affiliate may create, invent, sell or distribute any sales aids which include the Company's trademark, logos, etc. Failure to comply with this strict policy may lead to termination.

Personalized Sales Aids are returnable or refundable only as stated in Section 10.

The Company maintains the right to change product or service prices without prior notice.

Affiliates may sell products and services only to retail customers for their personal use, not for resale to other Customers. No Affiliate may resell any portion of their products or services provided by the Company upon enrollment or as part of their monthly subscription. In other words, an Affiliate may not resell a portion of their monthly video email minutes as provided in their monthly subscription.

An Affiliate is prohibited from submitting orders in the name of another Affiliate without the other Affiliate's specific, prior, written approval for that order.

An Affiliate is prohibited from using another individual's credit card. VMdirect strongly suggests no Affiliate or Customer ever share their personal credit card information. VMdirect will not be held responsible for any charges incurred as a result of sharing credit card information.

Any payment, which is not supported by sufficient funds, constitutes a breach of the Contract. A service fee of \$30 will be charged. If acceptable payment is not promptly made, the Personal Volume of the order will be withdrawn. The Company is not responsible for any back charges incurred by the Affiliate for insufficient funds.

The Company reserves the right to offset the outstanding amount against any Commissions/Bonuses, present or future, of the Affiliate. If more than one Person is listed on the Affiliate Agreement, all Persons will be held jointly and severally liable for the outstanding amount.

SECTION 9: PRODUCT REPLACEMENT/EXCHANGE POLICY

All Company Products can be purchased for a monthly usage fee solely online from its web site, the HelloWorld web site and the AttainResponse web site. These are Web 2.0 applications which can not be exchanged or replaced because they do not come in a tangible form. In case of a concern about the quality of the Product, please contact your upline with your question and if he / she can not assist you, please contact Customer Support.

SECTION 10: REFUND POLICY

This policy is effective from November 17, 2008 through March 2, 2009, and is subject to the notes below.

The first 72 hours refund policy – The Company shall refund to an Affiliate, who purchased a Business Starter Package, one hundred percent (100%) of the original price of any and all reasonably sound, unopened, unaltered, resalable, and restockable products and Sales Aids produced and sold by the Company to the Affiliate who purchased the products or Sales Aids

from the Company, less services that have been utilized by purchaser, less shipping and less applicable Commissions and Bonuses, (plus applicable tax, if prepaid) provided (a) the Affiliate notifies the Company of the cancellation, within 72 hours of enrollment, in accordance with the procedure below and (b) the Affiliate ships the Business Starter Package back to the Company and the Company actually receives it, at the designated location, within seven (7) days of the date of issuance of the Return Merchandise Authorization (RMA) number. After the expiration date of the seven (7) day period, there will be no refund. Weekends and holidays count in the calculation of the seven (7) day period.

The 7 days refund policy – The Company shall refund to an Affiliate who purchased a Business Starter Package, ninety percent (90%) of the original price of any and all reasonable sound, unopened, unaltered, resalable, and restockable products and Sales Aids produced and sold by the Company to the Affiliate who purchased the products or Sales Aids from the Company, less services that have been utilized by purchaser, less shipping and less applicable Commissions and Bonuses, (plus applicable tax if prepaid) provided (a) the Affiliate notifies the Company of the cancellation, within 7 days of enrollment, in accordance with the procedure below, and (b) the Affiliate ships the Business Starter Package back to the Company and the Company actually receives it, at the designated location, within seven (7) days of the date of issuance of the Return Merchandise Authorization (RMA) number. After the expiration date of the seven (7) day period, there will be no refund. Weekends and holidays count in the calculation of the seven (7) day period.

Refunds will be processed within thirty (30) days of the date the product is verified as returned and inspected. If a refund has been processed onto the credit card from which the payment was made, please be aware that the issuing credit card merchant account may take additional time to process the refund. Additional charges may be assessed or the refund denied if products are not returned in their original packaging including: manuals, software, copy of original sales receipt and all parts and accessories are in new condition.

Refunds will only be given on the entire package.

To protect against loss or damage, VMdirect recommends Affiliates insure returns for the full value of the products to be returned.

VMdirect will replace, at no cost to the Sales Affiliate, items which may have been damaged in shipping or are otherwise defective. Notice of damaged shipments must be given to VMdirect within seven (7) days of receipt to qualify for replacement. In the event that the damage is not immediately evident and is discovered at a subsequent date, notice must be given to VMdirect, and any replacement will be discretionary yet liberal.

NOTE - Only the Account Holder will be able to request cancellation on an account. Once the account is cancelled, there is a six (6) month waiting period before a customer can re-enroll again as an Affiliate. If a customer chooses to re-enroll, they will need to choose a different Digital ID.

This policy is effective from March 3, 2009. Affiliates at a Basic Service Pack level and above must cancel their account within three (3) days to qualify for a refund of 90%.

This policy is effective from May 1, 2009. Because the Company no longer ships Starter Kits, a refund will not be linked to the return of the package but to a written notice of cancellation received by the Company within three (3) days for a refund of 90%.

Acceptable refund alternatives include but are not limited to the following: Company credit, bank check, bank transfer, or credit card credit. The actual form of refund will be based upon local payment procedures and the original form of payment.

The text below is relevant only for pre- May 1, 2009 cancellations. To request cancellation and/or a RMA number, an Affiliate must comply with the following procedure:

1. Login to VMdirect.com and from the 'Virtual Admin Center' click the 'Customer Support' link on the left hand menu.
2. Submit an email by clicking the 'Submit an Email' tab, and fill out the form in its entirety, including the reason for cancellation, Digital ID, Name, Address and phone number.
3. Please use "Account Cancellation" in the subject line.

NOTE: In order to receive a cancellation confirmation, please include an alternate email address (i.e., hotmail, yahoo, AOL, etc.)

4. For the relevant period, the Company will provide the Affiliate with the RMA number and the correct procedures and location for returning the products and/or Sales Aids.

An Affiliate must receive a RMA number **before** any merchandise, products or Sales Aids can be returned to the Company.

Returns sent without a RMA number will be refused and returned at the Affiliate's expense. RMA numbers are valid for seven (7) days from date of issuance only. Any product not received at the home office within seven (7) days of issuance will not be eligible for a refund.

NOTE: All costs associated with the return will be the responsibility of the Affiliate or Retail Customer, except in the case of replacements for defective products. C.O.D. shipments will not be accepted.

5. The RMA number **must** be written on the outside of the returned package.

Other general rules concerning refunds. The Company reserves the right to require an Affiliate to repay Commissions/Bonuses paid to him/her on products returned by the Affiliate himself/herself and/or his/her Business Organization. This may be achieved through contact with the affected Affiliates for direct repayment, by backing out already paid Commissions/Bonuses from the refund requested by the Affiliate when their Business Starter Pack is returned and membership withdrawn, or withholding from present or future Commission/Bonus payments. This policy encompasses all refunds allowed under the Company's Refund Policy. Extension of the refund policy as required by applicable law, or instances in which Affiliate misconduct, misrepresentation, or other extenuating circumstances necessitates a Company refund in excess of the stated refund policy will be considered on a case-by-case basis.

This refund procedure may vary in jurisdictions where different repurchase requirements are imposed by statute. Applicable jurisdictional laws may dictate the terms of the refund policy.

Personalized Sales Aids are not returnable or refundable unless an error has been made. Personalized Sales Aids with errors must be returned within thirty days. Approval for the return must be received prior to shipment to the Company. This approval must be obtained from the Fulfillment Department who may be contacted in writing (either email or letter).

Personalized Sales Aids purchased directly from the Company, including but not limited to: web cameras, logo items, Company magazines, etc., are not returnable or refundable unless an error has been made.

Any other refund may be made within the sole discretion of the company.

VMdirect reserves the right to revoke leadership levels and to require Affiliates to repay Commissions/Bonuses paid to him/his/her on products returned by his Business Organization.

Refund Policy: Services

VMdirect charges monthly, in advance, for the VMdirect Service. Surcharges may apply if certain payment methods are used.

VMdirect will refund the **current month's** recurring charge for cancellations received at least 2 days (48 hours) prior to the recurring charge date (10th or 20th based on enrollment date). Cancellation requests received after the 2 day (48 hour) window are not eligible for a refund.

Any trial promotion (such as pre-paid accounts from CD codes) must be used within the specified time of the trial. The Affiliate/Retail Customer must cancel his/her account BEFORE the end of the trial period to avoid being charged a membership fee. Please note, however, that even during any trial or other promotion, the Affiliate/Retail Customer will still be responsible for any purchases and surcharges incurred using the Affiliate Account, customer account, or any new account opened or spun off for any sub accounts.

VMdirect in its sole discretion may change or discontinue any or all aspects of the VMdirect Services without notice, including access to support services, content and other products or services ancillary to the VMdirect Services or VMdirect membership.

The Company reserves the right to modify any of the VMdirect Terms of Service, Policies and Procedures, fees and/or billing methods at any time at its sole discretion.

SECTION 11: SALES TAX

All VMdirect products are subject to the sales tax in the state, or city that levies such a tax and in which a sale occurs.

Each Affiliate shall comply with all state and local taxes and regulations governing the sale of VMdirect products. As the Sales Affiliate is a self-employed contractor, VMdirect does not deduct any personal taxes from commission payments.

At the end of the calendar year, VMdirect is obligated by law to provide the Independent Affiliates and the Internal Revenue Service with a form 1099 reporting the Affiliates' annual income from VMdirect. This is required for any Affiliate with earnings in excess of \$600.00 for the calendar year.

SECTION 12: DISTRIBUTION OF COMPANY LEADS

Persons often inquire about the opportunity or products directly through the Company. If the Company is aware that the Person heard about the Company from an Affiliate, the Person is referred to that Affiliate. Information about Persons who have heard about the Company without a discoverable contact is distributed to existing Director level Affiliates or higher. Leads are distributed as fairly as possible, usually in the locality of the Person making the inquiry. The Company reserves the right to make final judgments with respect to distribution of leads.

SECTION 13: AFFILIATE LISTS

Affiliate lists and reports ("Lists"), or any and all contacts generated from these Lists are the confidential and proprietary property of the Company. The Company has derived, compiled, configured, and currently maintains the Lists through the expenditure of considerable time, effort, and monetary resources. The Lists in their present and future forms constitute commercially advantageous proprietary assets and trade secrets of the Company. The right to disclose Lists and other Affiliate information maintained by the Company is expressly reserved by the Company and may be denied at the Company's discretion.

The Company may use the List to promote the VMDirect Opportunity and any other opportunity, which in its sole discretion, shall benefit the Company as a whole. The Company has determined that the Qivana Opportunity is commercially advantageous to the Company as a whole and therefore has publicly announced the endorsement of the Qivana Opportunity. Affiliates are not allowed to use the Lists to promote the Qivana Opportunity except as provided in Section 4 hereunder. In other words, an Affiliate is allowed to introduce the Qivana Opportunity only to Affiliates personally enrolled by him / her, and any other introduction shall be treated as a violation of these Policies and Procedures.

The Company provides a uniquely tailored portion of the Lists to Affiliates. Each portion of the provided List contains only information specific to the Recipient's level and his/her own personal Business Organization. Affiliates will not be given access to those customers enrolled by other Affiliates and/or Customers within your business organization.

These Lists are provided for the exclusive and limited use of the Affiliate to facilitate the training, support, and servicing of the Affiliate's Business Organization for furtherance of the Company-related business only. Each Affiliate agrees that each use, within its intended scope, constitutes a separate exclusive license agreement between the Affiliate and the Company.

These Lists remain, at all times, the exclusive property of the Company, which may, at any time and in the Company's sole discretion, reclaim and take possession of the Lists. Accordingly, each Affiliate agrees:

- to hold confidential and not disclose any Lists or portion thereof to any third Person, including, but not limited to, existing Affiliates, competitors, and the general public.
- to limit use of the Lists to their intended scope of furthering the Affiliate's Company related business.
- that any use or disclosure of the Lists outside of those authorized herein, or for the benefit of any third Person, constitutes misuse, misappropriation, and a violation of the Affiliate's license agreement, which causes irreparable harm to the Company.
- that, upon any violation under this section, the Affiliate stipulates to injunctive relief as an appropriate remedy enjoining that use under applicable national or local laws, and will immediately retrieve and return to the Company all Lists previously provided to the Affiliate upon the Company's request.
- **that the obligations under this section shall survive the termination for any reason of the Affiliate's Contract; in other words, other than the permitted use with regard to a personally enrolled Affiliate, the Lists can not be used by a former Affiliate for any purpose to include the Qivana Opportunity.**

The Company reserves the right to pursue all appropriate remedies under applicable national or local laws to protect their rights to the above-stated proprietary and trade secret information covered by the Lists; any failure to pursue any applicable remedies will not constitute a waiver of those rights.

SECTION 14: PRODUCT OR SERVICE CLAIMS

Affiliates may make only product or service claims and representations found in the literature distributed by the Company.

SECTION 15: GENERAL BUSINESS ETHICS

Each Affiliate agrees that he will not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about the Company; its products, services, or commercial activities; other Persons; other companies (including competitors); their products; or their commercial activities.

Each Affiliate who is also an IBO agrees that he will not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about Qivana; its products, services, or commercial activities; other Persons; other companies (including competitors); their products; or their commercial activities.

An Affiliate agrees that he/ she have no authority to take any steps in any country or other political jurisdiction to introduce or further the Company's business. This includes, but is not

limited to, any attempt to register or reserve Company names, trademarks, or trade names; to secure approval for products or business practices; or to establish business or governmental contacts of any kind in the Company's behalf. An Affiliate agrees to indemnify the Company for all costs and attorneys' fees incurred by the Company for any remedial action needed to exonerate the Company in the event the Affiliate improperly acts on behalf of the Company. The Affiliate agrees to immediately assign any registration of Company names, trademarks, or trade names registered or reserved in violation of this Section to the Company. The provisions of this Section survive the termination of the Contract. The Affiliate agrees that identical rules shall apply to the AttainResponse LLC intellectual property rights.

SECTION 16: ADVERTISING AND THE USE OF THE COMPANY NAME

An Affiliate is expressly prohibited from using any form of media advertising to promote products or services unless specifically authorized, in writing, by an authorized VMdirect corporate personnel. Products or services may be promoted only by personal contact, by internet communications, or by literature produced and distributed by the Company or by Affiliates in accordance with the Policies and Procedures contained in this document. Generic opportunity advertisements may be placed, in jurisdictions allowing that type of advertisement, but only in accordance with local laws and the Policies and Procedures of the Company. A web site, an e mail and an e-mail campaign do not constitute advertising; all other internet related activities will require pre-approval by the Company.

Media Advertising

An Affiliate may not promote the products, services, or opportunity through interviews with the media, television commercials or radio advertising, articles in publications, news reports, or any other public information, trade, or industry information source, unless specifically authorized, in writing, by a VMdirect corporate personnel or his designated representative. This includes private, paid membership, or "closed group" publications. An Affiliate is expressly prohibited from promoting the products through press releases. All media contacts or inquiries should be immediately referred to ir@digitalfx.com In case of a violation of this rule, the Company may require that the offending story be immediately removed, in addition to taking other remedial actions under the Contract against the responsible Affiliate.

Use of Company Logos, Names and Trademarks

No Affiliate may use or alter any of the Company's trade names, trademarks, service marks, product names, logos, or other intangible commercial assets, registered or otherwise, in any form of advertising or promotion without first entering into a separate, written agreement with the Company for each proposed use of any of the above-stated names or devices. Each Affiliate agrees that any use in violation of these provisions constitutes a breach of the Contract and causes irreparable harm to the Company.

Except for separate, written agreements noted above, none of the Company's copyright protected materials may be reproduced, in whole or part, by any means.

Unauthorized use of the Company's logos, names, trademarks, or trade names, in whole or in part, is prohibited. Any unauthorized use constitutes a violation of trademark laws and will

cause irreparable damage to the Company, and its Affiliates. The Company reserves the right to pursue all legal and equitable remedies against any Affiliate or any other individual or entity who wrongfully uses the Company's logos or name or any of the Company's trademarks or trade names.

Affiliates may only use Company trademarks, logos, IP rights, product pictures, Company images or Company promotional material provided by the Company and made available either through the Company Marketing Department, or as posted **in the Marketing Toolkit found in each Affiliate's VMdirect Virtual Admin Center**. Affiliates may not use Company trademarks, logos, IP rights, product pictures, Company images or Company promotional material not provided for by the Company in whole or part on any other external website or sales literature without express written permission.

- Affiliates may use their own personal pictures, which do not violate these Policies and Procedures, and which do not include any Intellectual Property and Proprietary Information of the Company.
- Affiliates may only make product and business claims, which are already found in current Company literature (e.g., websites, magazines, brochures, etc.). Affiliates must make known to their potential Affiliates that many participants in the Program will not make any income, in fact, many may not break even. All Affiliates are paid based on their efforts for equipping others with the Company's products and services.
- Affiliates may not include any Intellectual Property and Proprietary Information in the unique domain names, URL or meta-tags of their website. Additionally, Intellectual Property and Proprietary Information cannot be used as wallpaper on any Company hosted or independently produced site.
- Affiliates may not register their website with search engines or web directories using any Trade Names, Digital IDs in whole or in part, Intellectual Property and Proprietary Information.

All promotional materials not provided by VMdirect, including but not limited to flyers, business cards, and brochures, which are distributed through personal contact and via electronic (online) means, must not violate any provision within these Policies. Promotional material may not be posted in public places (unless allowed for by the public establishment), mass mailed, placed on cars, put in mail boxes, or disseminated by any other non-personal contact means. Materials may not be disseminated through unsolicited faxes or email messages.

In the event any of these policies is violated, the Company requires the offending Affiliate to immediately remove the advertisement and information that is in violation of these Policies and Procedures, in addition to taking other remedial actions against the responsible Affiliate as noted in these Policies. These actions could include prohibiting the Affiliate from promoting the Company's opportunity or products, termination of the offending Affiliate's Business Organization, or other remedies. Upon notice of any violation, the Affiliate agrees to stipulate to the appropriate injunctive relief enjoining that use. The Company, in its sole discretion, reserves the right to prohibit any advertising or promotion.

Promotional Websites

In order to create a non-company sponsored promotional website bearing the words VMdirect, helloWorld, DigitalFX, AttainResponse or any other company name, an Affiliate must have attained and currently enjoy active paid Rank status as a Director-level Affiliate, or above.

To avoid any brand confusion, any non-company sponsored websites created by paid Rank Director level Affiliates and above that include the word or words VMdirect, helloWorld, DigitalFX, AttainResponse, f5 or any other company name, must, upon every instance, include prior to the word or words the phrase “Independent Affiliate” or “as an Independent Affiliate in good standing with/or representing...” or “Independent Virtual Media Consultant”, or “as an Independent Virtual Media Consultant in good standing with/or representing...”.

Any non-company sponsored website that adheres to the above policies must state visibly and clearly at the *top and bottom* of the website in 10 point font size: “This website was created by an Independent Affiliate in good standing with VMdirect”.

VMdirect can not provide any support to non-VMdirect replicated websites. Any website must denote visibly on the website who to contact in order to acquire support of the non-Company website.

VMdirect Affiliates, who have not yet achieved the paid Rank of Director or above, may not create an external marketing website bearing the words VMdirect, helloWorld, DigitalFX, AttainResponse f5 or any other company name or proprietary product. VMdirect Affiliates, who have not yet achieved the paid Rank of Director or above, may redirect a URL they own directly to any Company or Company replicated website, providing the redirect URL does not contain ANY content or images and serves only as a redirect.

Under no circumstances is any VMdirect Affiliate permitted to use the logos of VMdirect, helloWorld, DigitalFX, AttainResponse, f5 or any other company logo, on any external website, unless specifically authorized in these policies.

VMdirect further prohibits Affiliates from creating any website which contains i-frames, or frames the name, logo, trademarks, or any company website images and forms in whole or in part.

VMdirect also prohibits the use of any derivative of its name, including but not limited to terms such as hello, VM, FX, or World, on any ancillary sites, logos, user names or Digital IDs.

In the event any of these policies is violated, the Company requires the offending Affiliate to immediately remove the advertisement and information that is in violation of these Policies and Procedures, in addition to taking other remedial actions against the responsible Affiliate as noted in these Policies. These actions could include prohibiting the Affiliate from promoting the Company’s opportunity or products, termination of the offending Affiliate’s Business Organization, or other remedies. Upon notice of any violation, the Affiliate agrees to stipulate to the appropriate injunctive relief enjoining that use. The Company, in its sole discretion, reserves the right to prohibit any advertising or promotion.

Use of Search Engines for Promoting Opportunity and Products

[Does this make sense?] VMdirect strictly prohibits VMdirect Affiliates from utilizing search engines to advertise or promote the VMdirect products, services or opportunity which contain use of any of its names, trademarks, derivative of its name, including but not limited to terms such as hello, VM, FX, World, or f5, on any ancillary sites, logos, user names or Digital IDs.

VMdirect Affiliates, who have not yet achieved the paid Rank of Director or above, may redirect a URL they own directly to any Company or Company replicated website, providing the redirect URL does not contain ANY content or images and serves only as a redirect.

In the event any of these policies is violated, the Company requires the offending Affiliate to immediately remove the advertisement and information that is in violation of these Policies and Procedures, in addition to taking other remedial actions against the responsible Affiliate as noted in these Policies. These actions could include prohibiting the Affiliate from promoting the Company's opportunity or products, termination of the offending Affiliate's Independent Business Organization, or other remedies. Upon notice of any violation, the Affiliate agrees to stipulate to the appropriate injunctive relief enjoining that use. The Company, in its sole discretion, reserves the right to prohibit any advertising or promotion.

Yellow Page Advertisements

In order to advertise in the Yellow Pages or list his name in the White Pages of a locally circulated directory in his area, an Affiliate must have previously attained and currently enjoy active paid Rank status as a Gold-level, or above, at the time the contract for that listing is signed.

This advertisement must not include any Company names, trademarks, logos, or property including but not limited to, VMdirect, HelloWorld, DigitalFX, AttainResponse names or logos. Neither bold print nor display advertisements are allowed. The advertisement must be in the Affiliate's personal or corporation name only.

In case of a violation, the Company may require that the offending telephone number be disconnected, in addition to taking other remedial actions under the Contract against the responsible Affiliate. In the event any of these policies is violated, the Company requires the offending Affiliate to immediately remove the advertisement and information that is in violation of these Policies and Procedures, in addition to taking other remedial actions against the responsible Affiliate as noted in these Policies. These actions could include prohibiting the Affiliate from promoting the Company's opportunity or products, termination of the offending Affiliate's Independent Business Organization, or other remedies. Upon notice of any violation, the Affiliate agrees to stipulate to the appropriate injunctive relief enjoining that use. The Company, in its sole discretion, reserves the right to prohibit any advertising or promotion.

Opportunity and Income Claims

Each Affiliate agrees that any claims or representations concerning the opportunity must be congruent with, and limited to, those found in the materials and literature currently distributed or posted online by the Company. Those claims and representations must also be advanced in accordance with any applicable laws, ordinances, and regulations.

No Affiliate may make inflated, exaggerated, unreasonable, misleading, or unrepresentative representations respecting potential earnings. All Affiliates must make known to any potential recruit that all earnings are based on personal efforts and for equipping retail consumers and other Affiliates with VMdirect's products and services. All Affiliates who are also IBOs must make known to any potential recruit that the VMdirect Opportunity and Products are separate and apart from the Qivana Opportunity and products.

No Affiliate may represent that, any Person can or will receive profits or revenues without substantial effort on his/her own behalf. Affiliates must make known to their potential Affiliates that many participants in the Program will not make any income, in fact, many may not break even. All Affiliates are paid based on their efforts for equipping retail customers and other Affiliates with the Company's products and services.

In the event any of these policies are violated, the Company requires the offending Affiliate to immediately remove the advertisement and information that is in violation of these Policies and Procedures, in addition to taking other remedial actions against the responsible Affiliate as noted in these Policies. These actions could include prohibiting the Affiliate from promoting the Company's opportunity or products, termination of the offending Affiliate's Business Organization, or other remedies. Upon notice of any violation, the Affiliate agrees to stipulate to the appropriate injunctive relief enjoining that use. The Company, in its sole discretion, reserves the right to prohibit any advertising or promotion.

SPAM Policy

Affiliates are encouraged to review the terms of use placed on the AttainResponse web site: www.attainresponse.com which shall apply to all users of the AttainResponse Marketingf5 products in addition to the rules hereunder.

Affiliates are responsible for understanding what constitutes SPAM or unsolicited email as dictated by the United States CAN-SPAM Act of 2003 as defined at <http://www.spamlaws.com/federal/can-spam.shtml>.

Affiliates may not use VMdirect's communication tools, such as video email, email, video auto-responder, etc., to send unsolicited bulk communications, including through e-mail or instant messages.

Similarly, the Affiliate may not authorize others to use the Affiliate Account to send unsolicited bulk communications, or cause unsolicited bulk communications to be sent by someone else. Additionally, Affiliates are prohibited from using other SPAM mechanisms, such as fax blasts, phone auto-dialers, etc.

Affiliates may not harvest or collect information about VMdirect users from VMdirect Services, including "Digital IDs", and use that information for the purpose of sending unsolicited bulk communications. Additionally, Affiliates may not harvest or collect information about any online user, from any external website, and use that information for the purpose of sending unsolicited bulk communications. Any violation of these provisions may result in immediate termination of the Affiliate Account and further legal action. The Affiliate agrees that VMdirect

may take any legal and technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining within VMdirect's networks.

The following are the steps VMdirect takes based on ANY Spam blockage report received from ANY vendors such as "MAPS RBL" or "SpamCop":

VMdirect takes this policy very seriously, and has a very consistent way of handling it for continuity reasons.

1. Immediately suspend (disable) the Affiliate's account.
2. Validate the reported incident against the VMdirect database records. Determine that date and time of offending message coincide with those at VMdirect.
3. The Company will use all reasonable attempts to provide notice to the user, explaining their account has been disabled and the reason why, along with the reported information VMdirect received to make its determination.

If reinstatement is requested by the Affiliate, the issue must be resolved first. Affiliates may be reinstated only after evidence of error or inaccuracy of the report is proven.

The Company reserves the right to determine through its own discretion whether or not to reinstate an account. Reinstating an account does NOT imply a guarantee that previous positions (including placement in the network and Business Organization) will remain intact. Affiliates remain responsible for attaining their monthly PV to remain active during any period of suspension. The Company reserves the right to suspend payment of any unpaid Commissions/Bonuses accrued prior to the account being disabled.

SECTION 17: SALES AIDS

An Affiliate may only use, distribute, or sell Sales Aids either: 1) produced and distributed by the Company and bearing their copyright designation, or 2) produced and distributed by an Independent Affiliate, in accordance to section 17 of the Policies and Procedures.

The Company may impose a reasonable fee for reviewing a Sales Aid. Affiliates should allow a minimum of three weeks for the Company to complete its review of submitted materials.

The Company reserves the right to require any change to a Sales Aid it deems necessary to ensure appropriate content.

Affiliates are expressly prohibited from contacting any Company vendors to purchase any products offered for sale by the Company.

Any Affiliate who produces or has previously produced or distributed materials as set forth in this Section bears ultimate responsibility for the material contained therein. Affiliates who intend to produce and distribute Sales Aids in accordance with this Section are strongly advised to seek the advice of independent legal counsel with regard to the legality and regulatory compliance of Sales Aids.

All mailing lists of the Company's Affiliates obtained in connection with the production or sale of an independently produced Sales Aid are the confidential and proprietary property of the Company. Independent tape duplicators or other persons obtaining access to Affiliate Lists through their production or distribution of that material must contractually agree to the confidentiality and proprietary nature of those mailing lists and that any use of those lists or contacts generated there from except for the sole purpose of furthering the Company's business is expressly forbidden. They must also agree that the information is the proprietary property of the Company and any materials offered to the Affiliates which make any reference to the Company or its Programs may be done so only with the prior written consent of the Company for each separate offer.

Affiliates who use, distribute, or sell Sales Aids in violation of this Section are subject to appropriate remedial action by the Company, up to and including termination of the violating Business Organization.

SECTION 18: RETAIL STORE, SERVICE ESTABLISHMENT SALES AND TRADE SHOW POLICY

Upon written Company approval, an Affiliate may sell Company Products and/or promote the VMdirect Opportunity through retail stores. An Affiliate may also sell to any person who will ultimately sell products or services through retail stores which they expressly own, lease or rent.

Only Silver title Affiliates who are certified AttainResponse Resellers and above may rent a booth or set up an exhibit at a trade show or convention ("Convention") and with the prior written approval of the Company, subject to the Company's approval of the venue and compliance with the following requirements:

- Permission shall be limited to selling the Company Product and promoting the VMdirect Opportunity only.
- At least four weeks prior to the Convention, the Affiliate must submit to the Company a proposal regarding the Convention and obtain prior written approval from the Company.
- The Affiliate may only use Company-produced sales aids and promotional material. A purchase of a company produced independent Affiliate banner, to display in the booth, is required.
- The Affiliate will not reference VMdirect in any form of advertisement or promotional material that implies that VMdirect is a sponsoring member or participating in the Convention. Instead, any Company-approved advertisement or promotional material must make specific reference to the Affiliate as an independent Titled-level Affiliate of VMdirect, including any maps or listings prepared by the sponsor of the Convention.
- The Affiliate will not make any earnings representations of any kind.

- The Affiliate will not use the Convention to promote any product, service, or business opportunity other than VMdirect business in which the Affiliate may be involved.
- During the Convention the Affiliate must personally comply with the Policies and Procedures and is responsible for (i) the actions of every person who works in the booth at the Convention, (ii) all material distributed at the Convention, and (iii) all other aspects of participation in the Convention.
- The Company reserves the right to deny any Convention participation at its sole discretion.

SECTION 19: UNAUTHORIZED ACTIVITIES

Corporate Events

From time to time, the company will host corporate events. Qualifications for event Affiliate recognition and rewards Programs must be met one month prior to the event.

VMdirect Affiliates are expressly prohibited from bringing team logo gear, apparel or any promotional items not specifically provided by the Company to any corporate event. No recording devices of any kind are allowed at any corporate event.

Personal Recruitment Activities

You shall not, and shall not authorize or encourage any third party to:

- (i) directly or indirectly generate Signup Events through any automated, deceptive, fraudulent or other invalid means;
- (ii) edit, modify, filter or change the order of the information contained in any Ad, or remove, obscure or minimize any Ad in any way;
- (iii) frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by an end user after clicking on any part of an Ad;
- (iv) redirect an end user away from any Signup Page an end user would access by going directly to the Signup Page; intersperse any content between the Ad and the Signup Page or otherwise provide anything other than a direct link from an Ad to a Signup Page;
- (v) display any Ad(s) on any error page, on any registration or "thank you" page (e.g., a page that thanks a user after he/she has registered with the applicable Web site), on any chat page, in any email, or on any Web page or any Web site that contains any pornographic, hate-related, violent, or illegal content;
- (vi) directly or indirectly access, launch, and/or activate Ads through or from, or otherwise incorporate the Ads in any software application, Web site, or other means other than Your Site(s), and then only to the extent expressly permitted by this Agreement;
- (vii) "crawl", "spider", index or in any non-transitory manner store or cache information obtained from any Ads or any part, copy, or derivative thereto;
- (viii) act in any way that violates any Program Policies posted on Company web sites, as may be revised from time to time, or any other agreement between You and the Company, or engage in any action or practice that reflects poorly on the

Company or otherwise disparages or devalues the Company's reputation or goodwill.

As a VMdirect Affiliate, you acknowledge that any attempted participation or violation of any of the foregoing is a material breach of this Agreement and that the Company may pursue any and all applicable legal and equitable remedies against the Affiliate, including an immediate suspension of the Affiliate account or termination of this Agreement, and the pursuit of all available civil or criminal remedies.

SECTION 20: CONTRACT CHANGES

The Company expressly reserves the right to make any modifications to the Contract upon thirty days prior written notice in Company publications, by separate mailing, or through publication on the Company website: www.VMdirect.com. Each Affiliate agrees that any modification becomes effective following the 30 days period and is automatically incorporated into the Contract between the Company and its corresponding Affiliates as an effective and binding provision. By continuing to act as an Affiliate, or engaging in any Business Organization activity as defined in Section 6 of this document after the modifications have become effective, an Affiliate acknowledges acceptance of the new Contract terms.

SECTION 21: RENEWAL FEE

Affiliates are required to renew their agreements on the anniversary of the date they became an Affiliate. The annual administrative fee is \$50.00 USD. Failure to pay the administrative fee after the anniversary date will be construed as a resignation and all agreements between the company and the Affiliate will be considered null and void.

SECTION 22: AMENDMENTS

VMdirect expressly reserves the right to alter or amend wholesale prices, product availability and/or specifications/functionality, policies and procedures, and compensation plan.

Such amendments are automatically incorporated as part of the agreement between the Company and the Affiliate when published by the Company.

SECTION 23: WAIVER

The waiver by the Company of any Affiliate's breach of any provision of the Contract must be in writing and will not be construed as a waiver of any subsequent or additional breach. The failure by the Company to exercise any right or prerogative under the Contract will not operate as a waiver of that right or prerogative.

SECTION 24: INTEGRATED CONTRACT

The Contract is the final expression of the understanding and agreement between the Company and an Affiliate concerning all matters touched upon in the Contract and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. The Contract invalidates all prior notes, memoranda, demonstrations, discussions

and descriptions relating to the subject matter of the Contract. The Contract may not be altered or amended except as provided in these Policies and Procedures. The existence of the Contract may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement.

Should any discrepancy exist between the terms of the Contract and verbal representations made to any Affiliate by any employee, the express written terms and requirements of the Contract will prevail.

SECTION 25: SEVERANCE

Any provision of the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.

SECTION 26: GOVERNING LAW/JURISDICTION

The place of origin of this Contract, where the Company accepted the offer of a prospective Affiliate to form the Contract, is the State of Nevada, Clark County, United States. This Contract is to be construed, with respect to its validity and performance obligations thereunder, in accordance with the laws of the State of Nevada applicable to contracts made and to be wholly performed within the state, without reference to its conflict of laws principles. An Affiliate agrees to submit to the jurisdiction of the courts of the State of Nevada, in Clark County, for resolution of any conflict or litigation arising under a purporting to interpret the Contract or rights between Affiliates.

SECTION 27: NOTICES

Unless otherwise provided in the Contract, any notice or other communications requested or permitted to be given under the Contract shall be in writing and shall be delivered personally, transmitted by facsimile, email, or sent by first class, certified (or registered) or express mail, postage prepaid to the address on file. Unless otherwise provided in the Contract, notices shall be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, email, or if mailed, five days after the date of mailing to the address of the Company's headquarters or to the Affiliate's address as provided on the Affiliate Agreement, unless notice of an address change has been received by the Company. The Company shall have the right, as an alternative method of notice under Section 19, to use mailers, Company websites, or other normal channels of communications with Affiliates.

SECTION 28: SUCCESSORS AND CLAIMS

The Contract shall be binding upon and inure to the benefit of the parties his/hereto and their respective successors and assigns.

SECTION 29: LITIGATION AND CLAIMS

In order to protect the Company, its assets, and its reputation from claims or disputes created by outside (non-Affiliate) third parties, the Company requires the following: if any Affiliate is charged with any infringement of any proprietary right of any outside third party (who is or is not an Affiliate) arising from any of the Company's proprietary assets, or if the Affiliate becomes the subject of any claim or suit related to that Affiliate's business-related conduct or any other action that directly or indirectly negatively affects or puts the Company, its reputation, or any of its tangible or intangible assets at risk, the affected Affiliate shall immediately notify the Company. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation, and its tangible and intangible property. The Affiliate shall take no action related to that claim and suit, unless the Company consents, which consent shall not unreasonably be withheld.

SECTION 30: HEADINGS AND USE OF PRONOUNS

The headings and use of pronouns in the Contract are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Contract.

SECTION 31: INTERNATIONAL BUSINESS

Prior to the official opening of an Authorized Country, no Affiliate activity is authorized. Currently, countries in which VMdirect Affiliates may market the VMdirect Opportunity are:

1. United States of America (Includes Puerto Rico, Virgin Islands and Guam)
2. Canada
3. Mexico
4. Australia
5. New Zealand
6. United Kingdom (includes England, North Ireland, Scotland and Wales)
7. Ireland
8. Germany
9. Spain
10. France
11. Antigua, Dominica and Jamaica

An Affiliate may however, market the Attainresponse retail products to retail customers worldwide with no geographical restrictions provided that the Affiliate understands and agrees that the Company and AttainResponse are under no obligation to translate the web 2.0 applications into other languages.

In addition to other remedies allowed by the Contract, an Affiliate, who fails to comply with any provision of Section 31, may not participate in the affected international market for three years from the official opening of that market by the Company. This prohibition includes, but is not limited to the following: the Affiliate shall have no right to international distribution/sponsorship rights in the affected international market; the Affiliate and the Affiliate's Upline are not entitled

to Bonuses generated by the Affiliate and the Affiliate's Business Organization in the respective international market.

There is no pre-selling of any country or Affiliate in any country before VMdirect is legally registered. No Affiliate is allowed to market in advance of a country opening, by holding one-on-one meetings, hotel meetings, home meetings, telephone conferences or any form of contact that discusses the VMdirect Affiliate Program. Doing so can cause irreparable harm to VMdirect for future country operations. The Company reserves the right to recoup any monetary damages and exercise its legal right.

Three years after the date the Company determines as the official opening of the affected international market, an Affiliate who has been unable to participate in the market because of non-compliance with Section 31 of these Policies and Procedures, may petition the Company in writing for the right to participate in the market but may not participate until the Company's written permission is received.

The provisions of Section 31 do not waive the Company's rights as set forth elsewhere in these Policies and Procedures or in the Contract.

SECTION 32: CONFIDENTIALITY

Affiliates agree not to disclose Company Confidential Information without the Company's prior written consent. "Company Confidential Information" includes without limitation:

- (a) all Company software, technology, programming, specifications, Affiliate Lists, materials, guidelines and documentation relating to the Program;
- (b) click-through rates or other statistics relating to Site performance in the Program provided to Affiliates by the Company, if any; and
- (c) any other information designated in writing by the Company as "Confidential" or an equivalent designation.

However, Affiliates may accurately disclose the amount of the Company's gross commission payments pursuant to the Program. Company Confidential Information does not include information that has become publicly known through no breach by Affiliates or the Company, or information that has been (i) independently developed without access to Company Confidential Information, as evidenced in writing; (ii) rightfully received by Affiliates from a third party; or (iii) required to be disclosed by law or by a governmental authority.

SECTION 33: NO WARRANTY BY THE COMPANY

THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO CONTENT ON ITS WEB SITES, ADVERTISING, REFERRALS, AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

See also "Terms of Use" at www.vmdirect.com, www.helloworld.com and www.attainresponse.com which are incorporated by reference into the Contract.

SECTION 34: LIMITATION OF LIABILITY OF THE PARTIES

EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR PROPRIETARY INTERESTS RELATING TO THE PROGRAM, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (ii) THE COMPANY'S AGGREGATE LIABILITY TO AN AFFILIATE OR THEIR RETAIL CUSTOMERS UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE NET AMOUNT PAID BY THE AFFILIATE TO THE COMPANY DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.

The Company specifically makes no assurances and does not guarantee that data, images, photos, documents, text, mail, video clip, audio clip transmitted or posted using the Company's technology or licensed technology will be restored and protected beyond a period of 30 days, and encourages every Affiliate and Retail Customer to back up into a separate hard drive any and all information which he / she might deem crucial and / or irreplaceable.

SECTION 35: REPRESENTATIONS AND WARRANTIES

As a VMdirect Affiliate, You represent and warrant that (a) all of the information provided by You to the Company to enroll in the Program is correct and current; (b) You are the owner of each Site or that You are legally authorized to act on behalf of the owner of such Site(s) for the purposes of this Agreement and the Program; (c) You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder; and (d) You have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation the CAN-SPAM Act of 2003 and any relevant data protection or privacy laws) in Your performance of any acts hereunder. You further represent and warrant that each Site and any material displayed therein: (i) comply with all applicable laws, statutes, ordinances, and regulations; (ii) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) are not pornographic, hate-related or otherwise violent in content.

SECTION 36: YOUR OBLIGATION TO INDEMNIFY

As a VMdirect Affiliate, You agree to indemnify, defend and hold the Company, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Program, the Site(s), and/or Your breach of any term of this Agreement.

As a VMdirect Affiliate, You acknowledge that the Company owns all right, title and interest, including without limitation all Intellectual Property Rights (as defined below), in and to the Program, and that You will not acquire any right, title, or interest in or to the Program except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any Company services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto. You will not remove, obscure, or alter the Company's copyright notice, Brand Features, or other proprietary rights notices affixed to or contained within any company services, software, or documentation. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and re-instatements thereof, now or hereafter in force and effect worldwide.

SECTION 37: USE OF COLLECTED INFORMATION BY THE COMPANY

The Company may retain and use, subject to the terms of the Company Privacy Policy (located at www.vmdirect.com, or such other URL as the Company may provide from time to time), all information you provide, including but not limited to Site demographics and contact and billing information. You agree that the Company may transfer and disclose to third parties personally identifiable information about you for the purpose of approving and enabling your participation in the Program, including to third parties that reside in jurisdictions with less restrictive data laws than your own. The Company may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. The Company disclaims all responsibility, and will not be liable to you, however, for any disclosure of that information by any such third party. The Company may share non-personally-identifiable information about you, including Site URLs, Site-specific statistics and similar information collected by the Company, with advertisers, business partners, sponsors, and other third parties. In addition, you grant the Company the right to access, index and cache the Site(s), or any portion thereof, including by automated means including Web spiders or crawlers.

SECTION 38: MISCELLANEOUS TERMS AND CONDITIONS

This Agreement shall be governed by the laws of Clark County in the State of Nevada, United States of America, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in Clark County, Nevada.

The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modifications to this Agreement must be made in a writing executed by both parties, by your online acceptance of updated terms, after your continued participation in the Program after such terms have been updated by the Company, or upon accepting a deposit into your account.

The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect.

You may not resell, assign, or transfer any of your rights hereunder, except as provided for under these Policies and Procedures. Any such attempt may result in termination of this Agreement, without liability to the Company. Notwithstanding the foregoing, the Company may assign this Agreement to any company at any time without notice.

The relationship between the Company and You is not one of a legal partnership relationship, but is one of independent contractors.

Any notices to the company should be sent to:

VMdirect, LLC.
3035 E. Patrick Lane
Suite 9
Las Vegas, Nevada 89120 USA
Attn: Legal Department