



Policies & Procedures

Table of Contents

1.0 - MISSION STATEMENT	7
2.0 - INTRODUCTION	7
2.1 - Purpose of the Affiliate Agreement and the Policies and Procedures	7
2.2 - Policies and Compensation Plan Incorporated into the Affiliate Agreement	7
2.3 - Changes, Amendments, and Modifications	7
2.4 - Policies and Provisions Severable	7
2.5 - Waiver	8
2.6 - Company Use of Information	8
3.0 - BECOMING AN AFFILIATE	8
3.1 - Requirements to Become an Affiliate	8
3.2 - Product Purchases	8
3.3 - Affiliate Benefits	9
3.4 - Term and Renewal of Your MDC Business	9
3.5 - Adherence to the MDC Compensation Plan	9
4.0 - ADVERTISING	10
4.1 - General	10
4.2 - Trademarks and Copyrights	10
4.3 - Independent MDC Affiliate Logo	11
4.4 - Media and Media Inquiries	11
4.5 - Unsolicited Email	11
4.6 - Requirements for All Commercial Email Messages	11
4.7 - Additional Requirements for Email Messages Sent to Wireless Devices	13
5.0 - UNSOLICITED FAXES	13
6.0 - TELEPHONE DIRECTORY LISTINGS	14
7.0 - TELEVISION AND RADIO ADVERTISING	14

8.0 - ADVERTISED PRICES	14
9.0 - ONLINE CONDUCT	14
9.1 - Affiliate Websites	14
9.2 - MDC Replicated Websites	14
9.3 - Registered External Website Content	15
9.4 - MDC Independent Affiliate Disclosure	15
9.5 - Registered External Websites Must Exclusively Promote MDC	15
9.6 - No eCommerce or Stock-and-Sell Retailing	15
9.7 - Registered External Website Termination	16
9.8 - Websites	16
9.9 - MDC Hotlinks	16
9.10 - Monetizing Websites	16
9.11 - Online Classifieds	16
9.12 - eBay/Online Auctions	16
9.13 - Online Retailing	16
9.14 - Banner Advertising	17
9.15 - Spam Linking	17
9.16 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)	17
9.17 - Sponsored Links/Pay-Per-Click (PPC) Ads	17
9.18 - Domain Names and Email Addresses	17
9.19 - Social Media	17
10.0 - BUSINESS ENTITY	18
10.1 - Removal of an Affiliated Party	18
10.2 - Changes to a Business Entity	19
10.3 - Change of Enroller	19
11.0 - UNAUTHORIZED CLAIMS AND ACTIONS	20
11.1 - Indemnification	20

11.2 - Product Claims	20
11.3 - Compensation Plan Claims	20
12.0 - INCOME DISCLOSURE STATEMENT	21
13.0 - PROHIBITED RE-PACKAGING AND RE-LABELING	22
14.0 - COMMERCIAL OUTLETS	22
15.0 - RETAIL SELLING GUIDELINES	22
16.0 - WHOLESALE PURCHASES	23
17.0 - MILITARY INSTALLATIONS	23
18.0 - TRADE SHOWS, EXPOSITIONS & OTHER SALES FORUMS	24
19.0 - CONFLICTS OF INTEREST	24
19.1 - Crossline Recruiting	24
19.2 - Non-Solicitation	25
19.3 - Affiliate Participation in Other Network Marketing Programs	25
20.0 - CONFIDENTIAL INFORMATION	26
21.0 - TARGETING OTHER DIRECT SELLERS	26
22.0 - ERRORS OR QUESTIONS	27
23.0 - GOVERNMENTAL APPROVAL OR ENDORSEMENT	27
24.0 - INCOME TAXES	27
25.0 - INDEPENDENT CONTRACTOR STATUS	27
26.0 - INSURANCE	27
27.0 - INTERNATIONAL MARKETING	28
28.0 - EXCESS INVENTORY AND BONUS BUYING	28
29.0 - ADHERENCE TO LAWS, REGULATION & THE AGREEMENT	28
30.0 - ONE MDC BUSINESS PER AFFILIATE	28
31.0 - ROLL-UP OF ORGANIZATION	29

32.0 - ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED PARTIES	29
33.0 - SALE, TRANSFER OR ASSIGNMENT OF MDC BUSINESS	29
34.0 - SEPARATION OF AN MDC BUSINESS	30
35.0 - ORGANIZATIONAL STRUCTURE & SPONSORING	30
35.1 - Succession	31
35.2 - Transfer Upon Death of an Affiliate	31
35.3 - Transfer Upon Incapacitation of an Affiliate	31
36.0 - TELEMARKETING TECHNIQUES	31
37.0 - BACK OFFICE ACCESS	32
38.0 - UNAUTHORIZED COMMUNICATION	32
39.0 - RESPONSIBILITIES OF AFFILIATES	33
39.1 - Change of Address, Telephone, and E-mail Addresses	33
39.2 - Ongoing Training	33
39.3 - Increased Training Responsibilities	33
39.4 - Ongoing Sales Responsibilities	33
39.5 - Non-Disparagement	33
39.6 - Providing Documentation to Applicants	33
40.0 - SALES REQUIREMENTS	34
40.1 - Product Sales	34
40.2 - No Territory Restrictions	34
40.3 - Sales Receipts	34
41.0 - BONUSES AND COMMISSIONS	34
41.1 - Bonus and Commission Qualifications and Accrual	34
41.2 - Adjustment to Bonuses & Commissions and Returned Products	35
41.3 - Direct Deposit and Company Debit Cards	35
41.4 - Tax Withholdings	35
41.5 - Reports	35

42.0 - PRODUCT GUARANTEES, RETURNS & INVENTORY RE-PURCHASING	36
42.1 - Product Guarantee and Rescission	36
42.2 - Rescission	36
42.3 - Informing Customers	37
42.4 - Return of Inventory and Sales Aids by Affiliates Upon Termination	37
42.5 - U.S. Montana Residents	37
42.6 - Procedures for All Returns	37
42.7 - Chargebacks and Commission Reversal	38
43.0 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS	39
43.1 - Disciplinary Sanctions	39
44.0 - PAYMENTS	41
44.1 - Restrictions on Third Party Use of Credit Cards and Bank Account Access	41
45.0 - INACTIVITY, RECLASSIFICATION, AND TERMINATION	41
45.1 - Effect of Termination	41
45.2 - Termination Due to Inactivity	41
45.3 - Involuntary Termination	41
45.4 - Voluntary Termination	42
45.5 - Non-renewal	42
45.6 - Exceptions to Activity Requirements	42
46.0 - AFFILIATE DEVELOPED INCENTIVES & CONTESTS	42
47.0 - ANTI-BRIBERY	43
48.0 - DEFINITIONS	43

1.0 - Mission Statement

We are 100% committed to providing our Independent Affiliates and Customers the most attractive and highest quality product lines within the top trending industries. Our Mission, at MyDailyChoice, is to bless the lives of families across the globe with good health, the opportunity to generate income by empowering people with smart daily choices. Everyone has a different definition of success but by becoming a MyDailyChoice Affiliate, success is a choice!

2.0 - Introduction

2.1 - Purpose of the Affiliate Agreement and the Policies and Procedures

The purposes of the Affiliate Agreement and the Policies and Procedures include the following:

- A. To assist Affiliates in building and protecting their businesses;
- B. To protect MDC and its Affiliates from legal and regulatory risks;
- C. To establish standards of acceptable behavior;
- D. To set forth the rights, privileges, and obligations of MDC and its Affiliates; and
- E. To define the relationship between MDC and its Affiliates.

2.2 - Policies and Compensation Plan Incorporated into the Affiliate Agreement

These Policies and Procedures and the Compensation Plan, in their present form and as amended by MyDailyChoice, Inc. (Hereafter "MDC" or the "Company"), are incorporated into, and form an integral part of, the MDC Independent Affiliate Application and Agreement ("Affiliate Agreement"). It is the responsibility of each Affiliate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the MDC Affiliate Application and Agreement (including the Terms and Conditions), these Policies and Procedures, the MDC Compensation Plan, and MDC Business Entity Addendum (if applicable). These documents are incorporated by reference into the MDC Affiliate Agreement (all in their current form and as amended by MDC).

2.3 - Changes, Amendments, and Modifications

MDC reserves their right to amend the Agreement, the Compensation Plan, and its prices its sole and absolute discretion. By executing the Affiliate Agreement, Affiliate agrees to abide by all amendments or modifications that MDC elects to make. Amendment shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (e-mail); (3) posting in Affiliates' back-offices; (4) inclusion Company periodicals; (5) inclusion product orders or bonus checks; or (6) special mailings. The continuation of an Affiliate's MDC business, acceptance of any benefits under the Agreement, or an Affiliate's acceptance of bonuses or commission constitutes acceptance of all amendments.

2.4 - Policies and Provisions Severable

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

2.5 - Waiver

Only an officer of MDC can, in writing, affect a waiver of MDC's Policies and Procedures. MDC's waiver of any particular breach by an Affiliate shall not affect MDC's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Affiliate.

The existence of any claim or cause of action of an Affiliate against MDC shall not constitute a defense to MDC enforcement of any term or provision of these Policies and Procedures.

2.6 - Company Use of Information

By submitting an Affiliate Application and Agreement that is accepted by MDC, the Affiliate consents to allow MDC, its Affiliates, and any related company to: (a) process and utilize the information submitted in the Affiliate Application and Agreement (as amended from time to time) for business purposes related to the MDC business; and (b) disclose, now or in the future, such Affiliate information to companies which MDC may, from time to time, deal with to deliver information to an Affiliate to improve its marketing, operational, and promotional efforts. An Affiliate has the right to access his or her personal information via his or her respective back office, and to submit updates thereto.

Upon sign-up, an Affiliate acknowledges that MDC may use the Independent Affiliate's name for recognition or marketing purposes. If an Independent Affiliate would prefer the Company not to use their name, they must notify the Company in writing within 24 business hours of enrollment. This information is not limited to but may include rank recognition and income levels achieved.

3.0 - Becoming An Affiliate

3.1 - Requirements to Become an Affiliate

A. To become an MDC Affiliate, each applicant must:

1. Be at least 18 years of age;
2. Reside in the United States or other countries where MDC operates;
3. Provide MDC with his/her business' valid Government Issued Identification Number (i.e. Social Security or Business Identification Number in the USA);
4. Submit a properly completed Affiliate Application and Agreement to MDC; and
5. Not be an MDC employee, the Spouse of an MDC employee or related to an employee of MDC and living in the same household as such MDC employee.

B. MDC reserves the right to accept or reject any Affiliate Application and Agreement for any reason or for no reason.

3.2 - Product Purchases

No person is required to purchase MDC products, or sales aids, or to pay any charge or fee to become an Affiliate.

3.3 - Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by MDC, the benefits of the Compensation Plan and the Affiliate Agreement are available to the new Affiliate contained in the Terms and Conditions and these Policies and Procedures to:

- A. Sell MDC products;
- B. Participate in the MDC Compensation Plan (receive bonuses and commissions, if eligible);
- C. Sponsor the other individuals as Customers or Affiliates into the MDC business and thereby, build a marketing organization and progress through the MDC Compensation Plan;
- D. Receive periodic MDC literature and other MDC communications;
- E. Participate in MDC-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- F. Participate in promotional and incentive contests and programs sponsored by MDC for its Affiliates.

3.4 - Term and Renewal of Your MDC Business

The term of the Affiliate Agreement is one year from the date of its acceptance by MDC (subject to reclassification for inactivity after six months pursuant to section 45.2). Affiliates must renew their Affiliate Agreement each year by executing an actual renewal on or before the anniversary date of their Affiliate Agreement. If the annual renewal fee is not completed within thirty (30) days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement will be automatically terminated. Affiliates may renew by mail or through their Back Office. MDC shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it. Any Affiliate who was terminated or whose Agreement has expired and lapsed the 30-day grace period is not eligible to re-apply for an MDC business for six (6) months following the expiration of the Affiliate Agreement. The downline of the expired affiliate will roll up to the immediate, active upline enroller.

3.5 - Adherence to the MDC Compensation Plan

Affiliates must adhere to the terms of the MDC Compensation Plan as set forth in official MDC literature. Deviation from the Compensation Plan is prohibited. MDC reserves the right to, in its sole discretion, determine who is eligible to attend company rewards trips or company events. Affiliates shall not offer the MDC opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official MDC literature. Affiliates shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contact other than official MDC agreements and contracts in order to become an MDC Affiliate. Similarly, Affiliates shall not require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the MDC Compensation Plan other than those purchases or payments identified as recommended or required in official MDC documents or literature.

4.0 - Advertising

4.1 - General

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

To promote both the products and the tremendous opportunity MDC offers, Affiliates should use the sales aids, business tools, and support materials produced by MDC. The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the federal and regional legal requirements (and where applicable, International agency standards).

Accordingly, Affiliates may only advertise or promote their MDC business using approved tools, templates or images acquired through MDC. No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the Compliance Department (compliance@mydailychoice.com) for consideration and inclusion in the template/image library. Unless you receive specific written authorization from MDC to use such tools, the request shall be deemed denied.

Affiliates may not sell sales aids to other MDC Affiliates. Therefore, Affiliates who receive authorization from MDC to produce their own sales aids may not sell such material to any other MDC Affiliate. Affiliates may make authorized material available to other Affiliates free of charge if they wish, but may not charge other MDC Affiliates for the material.

MDC further reserves the right to rescind authorization for any sales tools, promotional materials, advertisements, or other literature, and Affiliates waive all claims for damages or remuneration arising from or relating to such rescission.

4.2 - Trademarks and Copyrights

The name of MDC and other names as may be adopted by MDC are proprietary trade names, trademarks and service marks of MDC (collectively “marks”). As such, these marks are of great value to MDC and are supplied to Affiliates for their use only in an expressly authorized manner. MDC will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by an Affiliate in the furtherance or operation of his or her MDC business, consistent with the Policies and Procedures. MDC will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including MDC Affiliates, in any manner without its prior, written permission.

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

As an Independent Affiliate, you may use the MDC name in the following manner:

Affiliate’s Name
Independent MDC Affiliate
Example:

Alice Smith	Or	Alice Smith
Independent MDC Affiliate		MDC
		Independent Affiliate

Affiliates may not use the name MDC, HempWorx, Mantra, High Life, or other trademarks in any form of external website names, personal websites, website extensions, email addresses, personal names, or nicknames. Additionally, only use the phrase MDC Independent Affiliate in your phone greetings and on your answering machine to clearly separate your independent business from MyDailyChoice, Inc.

4.3 - Independent MDC Affiliate Logo

If you use an MDC logo in any communication, you must use the Independent Affiliate version of the MDC logo. Using any other MDC logo requires written authorization. Please see acceptable examples:



4.4 - Media and Media Inquiries

Affiliates must not attempt to respond to media inquiries regarding MDC, HempWorx, its products, or their independent MDC business. All inquiries by any type of media must be immediately referred to compliance@mydailychoice.com. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image. Failure to submit media inquiries to Compliance may result in suspension and/or termination.

4.5 - Unsolicited Email

MDC does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable state and federal laws and regulations including, without limitation, the CAN-SPAM Act (United States), the CASL Act (Canada), GDPR (European Union) and all other applicable laws in the place of business. Such laws regulate the transmission of all commercial email messages, not just unsolicited messages. A commercial email message is defined as any email that has a “primary purpose of ... commercial advertisement or promotion of a commercial product or service.” This includes commercial emails sent to business email accounts, as well as those sent to individual consumers. To ensure you are meeting the requirements in your place of business, refer to the local regulations. MDC holds no liability if/when and an Affiliate fails to comply with such laws and regulations.

4.6 - Requirements for All Commercial Email Messages

A. The Mailing List

1. The mailing list may include only persons who have affirmatively agreed (opted in) to receive commercial email from you.
2. The mailing list must not include any recipient who has previously asked not to receive commercial email from the business (opted out).
3. You must “scrub” the mailing list against available “do not email” list as the last possible, commercially reasonable moment before the email is sent.

B. The Email Message

1. The message must include complete and accurate transmission and header information.
2. The “From” line must identify your business as the sender. This does not have to include your business’s formal name, if any. For example, it may contain your business’s name, trade name, or product or service name. The key requirement is that the “From” line provide the recipient with enough information to understand who is sending the message.
3. The “Subject” line must accurately describe the message’s content.
4. The message must clearly include the business’s valid, current physical postal address. This address can be a:
 - a. Street address;
 - b. Post office box that the business has accurately registered; or
 - c. Private mailbox that the business has accurately registered with a commercial mail receiving agency.
5. The message must disclose that it is an advertisement or solicitation unless the email message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
6. There must be a functioning return email address to the sender.
7. The use of deceptive subject lines and/or false header information is prohibited.

C. Email Opt Out Requirements

1. The message must clearly explain that the recipient may opt out of receiving future commercial message from the business.

2. The message must include either an email address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
 - a. do anything more than reply to the email or visit a single web page to opt out;
 - b. make any payment or submit any personal information, including account information (other than email address), to opt out; and
 - c. the opt-out mechanism must work for at least 30 days after the email is sent, or as per federal regulations and International standards.
 3. You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
 4. You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
 5. You must honor all opt-out requests within ten business days.
 6. Opt-out requests do not expire. An opt-out is overridden only by the recipient's subsequent express (opt in) request to receive commercial email.
 7. All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Company.
 8. You may not sell, share or use a business's opt-out list for any reason other than to comply with the law.
- D. Monitoring Opt-out Capabilities - If you use a third-party service provider you must implement procedures to ensure that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:
1. Establish email accounts with several major private email account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these email addresses to the business's mailing list. For each email address created for monitoring purposes, use the business's opt-out mechanism to remove the email address from the mailing list.
 2. Repeat this procedure on a regular basis (for example, at least every two weeks).
 3. Examine the email received by the monitoring email account to confirm that the opt-out mechanism works; the opt-out request is honored within 10 business days; and the monitoring email account no longer received commercial messages from the business.
 4. If the monitoring and testing process reveals problems, the business should immediately fix the issues.
- E. Third-party Marketing Affiliates or Service Providers - When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the federal CAN SPAM Act (United States), the CASL Act (Canada), GDPR (European Union) and all other applicable laws in your country or region This includes appropriate and adequate remedies for noncompliance.

4.7 - Additional Requirements for Email Messages Sent to Wireless Devices

- A. When sending commercial messages to wireless devices:
1. Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written, or electronic.
 2. Ask for consent in a way that involves no cost to the recipient, for example:
 - a. Do not send the request to the wireless device; and
 - b. Allow the recipient to respond in a way that involves no cost (such as an online, email or postal mail sign-up).
 3. When seeking consent, make it clear that the recipient:

- a. Is agreeing to receive commercial email on his or her wireless device;
- b. May be charged to receive the email (and/or postal mail sign-up);
- c. Can revoke his or her consent at any time.

B. Additional Requirements for Email Messages Sent to Wireless Devices

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

5.0 - Unsolicited Faxes

Except as provided in this section, Affiliates may not use or transmit unsolicited faxes in connection with their MDC business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting MDC, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Affiliate has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an Affiliate and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

6.0 - Telephone Directory Listings

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

Affiliate's Name
Independent MDC Affiliate

7.0 - Television and Radio Advertising

Affiliates may not advertise on television and radio except with MDC's express prior written authorization.

8.0 - Advertised Prices

Affiliates may not create their own marketing or advertising material offering any MDC products at a price less than the current Minimum Advertised Price ("MAP") plus shipping and applicable taxes.

9.0 - Online conduct

9.1 - Affiliate Websites

Affiliates are provided with a replicated website by MDC, from which they can take orders, enroll new Customers and Affiliates, place Customers on the Autoship Program, as well as manage their MDC business. Affiliates may use only replicated websites provided by MDC to promote their MDC business, and may not create their own websites to directly or indirectly promote MDC's products or the MDC opportunity.

9.2 - MDC Replicated Websites

- A. Affiliates receive an MDC Replicated Website subscription to facilitate online buying experience for their Customers and enrollments for prospective Customers and Affiliates. There is no charge for Replicated Websites.
- B. Affiliates may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-MDC products or income opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:
 - 1. The MDC Independent Affiliate Logo
 - 2. Your Name
 - 3. MDC Corporate Website Redirect Button
 - 4. Artwork, logos, or graphics
 - 5. Original text
- C. Because Replicated Websites reside on the www.MyDailyChoice.com & www.HempWorx.com domain, MDC reserves the right to receive analytics and information regarding the usage of your website to the extent permissible by US law.
- D. By default, your MDC Replicated Website URL is www.MyDailyChoice.com/username or www.HempWorx.com/username. If you are going to buy your own domain name, you must choose a uniquely identifiable name that cannot:
 - 1. Be confused with other portions of the MDC corporate website;
 - 2. Confuse a reasonable person into thinking they have landed on an MDC corporate page;
 - 3. Be confused with any MDC name;
 - 4. Contain any discourteous, misleading, or off-color words or phrases that may damage MDC's image.

9.3 - Registered External Website Content

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

9.4 - MDC Independent Affiliate Disclosure

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

- The MDC Independent Affiliate Logo;
- Your Name and Title; and
- MDC Corporate Website Redirect Button

Although MDC brand themes and images are desirable for consistency, anyone landing on any page of an Affiliate's External Website must clearly understand that they are at an Independent Affiliate site, and not an MDC Corporate page.

9.5 - Registered External Websites Must Exclusively Promote MDC

Your MDC Registered External Website must contain content and information that is exclusive to MDC. You may not advertise other products or services other than the MDC product line and the MDC opportunity.

9.6 - No eCommerce or Stock-and-Sell Retailing

An Affiliate's Registered External Website must only facilitate the entry into his/her MDC Replicated Website. Affiliates may not stock and sell MDC products, nor may you facilitate an e-commerce environment that would facilitate this model. All orders must be placed through your official Replicated Website.

9.7 - Registered External Website Termination

In the event of the voluntary or involuntary termination of your Affiliate Agreement, you must remove your Registered External Website from public view within three days and redirect (forward) all traffic from that domain to www.MyDailyChoice.com. Your external website may be transferred to another MDC Affiliate, subject to MDC approval, on a case-by-case basis.

9.8 - Websites

We strongly encourage Affiliates to use the company Replicated Website, Marketing System, Lead Pages, Autoresponders, and Approved Marketing Materials. If you wish to submit a website for approval, please send it to compliance@mydailychoice.com prior to publishing. Failure to send self-generated websites to Compliance for approval may result in suspension and/or termination.

9.9 - MDC Hotlinks

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

9.10 - Monetizing Websites

Affiliates may not monetize their Replicated Website or their Registered External Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, adSense, or similar programs.

9.11 - Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail specific MDC products or product bundles. You may use compliant online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the MDC income opportunity. If a link or URL is provided, it must link to your Replicated Website.

9.12 - eBay/Online Auctions

MDC's products may not be listed on eBay or other online auctions, nor may Affiliates enlist or knowingly allow a third party to sell MDC products on eBay or another online auction. An Affiliate who becomes aware, or should have reasonably become aware that a third party to whom he or she sells MDC products on eBay or any other online auctions must immediately discontinue all sales to the third party.

9.13 - Online Retailing

Affiliates may not list or sell MDC products on any online retail store or ecommerce site (such as Amazon), nor may you enlist or knowingly allow a third party to sell MDC products on any online retail store or ecommerce site. An Affiliate who becomes aware, or should have reasonably become aware that a third party to whom he or she sells MDC products on any online retail store or ecommerce site must immediately discontinue all sales to the third party.

9.14 - Banner Advertising

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

9.15 - Spam Linking

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

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

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

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

Except as prohibited elsewhere within the Policies and Procedures, sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Affiliate's Replicated Website or to the sponsoring Affiliate's Registered External Website. The display URL must also be to the sponsoring Affiliate's Replicated Website or to the sponsoring Affiliate's Registered External Website and must not portray any URL that could lead the user to believe they are being directed to an MDC Corporate site, or be inappropriate or misleading in any way.

9.18 - Domain Names and Email Addresses

Except as set forth in the Affiliate Website Application and Agreement, Affiliates may not use or attempt to register any of MDC's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

9.19 - Social Media

- A. In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, or Pinterest, you agree to each of the following:
1. No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your MDC Replicated Website.
 2. It is your responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
 3. Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote MDC's products or the MDC opportunity may not link to any website, social media sites, or site of any other nature, other than the Affiliate's MDC replicated website.
 4. During the term of this Agreement and for a period of 12 calendar months thereafter, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the MDC business or MDC's products to directly or indirectly solicit MDC Affiliates for another direct selling or network marketing program (collectively "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 17 (Conflicts of Interest) below.
 5. An Affiliate may post or "pin" photographs of MDC products on a social media site, but only photos that are provided by MDC and downloaded from the Affiliate's Back-Office may be used.
- B. If an Affiliate creates a business profile page on any social media site that promotes or relates to MDC, its products, or opportunity, the business profile page must relate exclusively to the Affiliate's MDC business and MDC products. If the Affiliate's MDC business is canceled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

10.0 - Business Entity

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be an MDC Affiliate. This Affiliate business and position will remain temporary until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. MDC must receive these documents within fourteen (14) days from the date the Affiliate Agreement was signed.
- B. An MDC Affiliate may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

10.1 - Removal of an Affiliated Party

- A. To prevent the circumvention of Section 33 (Sale, Transfer or Assignment of MDC Business) and 10.3 (Change of Enroller), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or MDC, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify MDC in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 33 (Sale, Transfer or Assignment of MDC Business). In addition, the Affiliated Party foregoing their interest in the Business

Entity may not participate in any other MDC business for six consecutive calendar months in accordance with Section 34 (Separation of an MDC Business). If the Business Entity wishes to bring on any new Affiliates Party, it must adhere to the requirements of Section 33 (Sale, Transfer or Assignment of MDC Business).

- B. The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 10.3 (Change of Enroller). Below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. MDC may, at its business/ Please allow thirty (30) days after the receipt of the request by MDC for processing.

10.2 - Changes to a Business Entity

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

10.3 - Change of enroller

- A. MDC strongly discourages changes in sponsorship. In order to protect all Enrollers, no Affiliate may interfere with the relationship between another Affiliate and his or her Enroller in any way. An Affiliate may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Affiliate to change his or her Enroller or line of sponsorship, either directly or indirectly. Accordingly, the transfer of an MDC business from one sponsor to another is rarely permitted. Request for change of sponsorship must be submitted in writing to the Compliance Department and must include the reason for the transfer. A transfer, if made, will only be for one Affiliate, not his or her downline. Affiliates are only transferred on an individual basis. Transfer will only be considered in the following three circumstances:

1. Misplacement

In cases in which the new Affiliate is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Affiliate may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 24 hours from the date of enrollment. The Affiliate requesting the change has the burden of proving that he or she was placed beneath the incorrect sponsor. It is up to MDC's discretion whether the requested change will be implemented.

2. Upline Approval

The Affiliate seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her immediate two upline Affiliates in his or her marketing organization. Photocopied or facsimile signatures are not acceptable. All Affiliates signatures must be notarized. If the transferring Affiliate also wants to move any of the Affiliates in his or her marketing organization, each downline Affiliate must also obtain a properly completed Sponsorship Transfer Form and return it to MDC. Downline Affiliates will not be moved with the transferring Affiliate unless all of the requirements of this paragraph are met. Transferring Affiliates must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by MDC for processing and verifying change requests.

3. Termination and Re-application

An Affiliate may legitimately change organizations by voluntarily canceling his or her MDC business and remaining inactive (i.e., no purchases of MDC products for resale, no sales of MDC products, no sponsoring, no attendance at any MDC functions, participation in any other form of Affiliate activity, or operation of any other MDC business, no income from the MDC business) for six (6) full calendar months. Following the six-month period of inactivity, the former Affiliate may reapply under a new sponsor, however, the former Affiliate's downline will remain under their original line of sponsorship. MDC will consider waiving the six-month waiting period under exceptional circumstances. If an Affiliate has set up a second account without waiting the six month period by using a new name, business entity, or by other means, MDC considers this behavior a violation of policy and unethical. MDC reserves the right to move that Affiliate back to the original position at any time. Such requests for waiver must be

submitted to MDC in writing.

- B. In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, MDC reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, Affiliates waive any and all claims against mydailychoice, its officers, directors, owners, employees, and agents that relate to or arise from mydailychoice's decision regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.

11.0 - Unauthorized Claims and Actions

11.1 - Indemnification

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

11.2 - Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by MDC may be made except those contained in official MDC literature. In particular, no Affiliate may make any claim that MDC products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or symptoms of diseases. Such statements can be perceived as drug claims, health claims, or functional food claims, and they may lack adequate substantiation. Not only are such claims in violation of the Affiliate Agreement, they may also violate laws, regulations or International conventions in the jurisdictions where MDC business operates.

11.3 - Compensation Plan Claims

- A. When presenting or discussing the MDC Compensation Plan, you must make it clear to prospects that financial success with MDC requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Example of misrepresentations in this area include:
1. Get rich quick
 2. No work required
 3. No selling required
 4. Just join and I'll build your downline for you
 5. Just join and your downline will get spillover
 6. The company does all the work for you
 7. All you have to do is buy your products every month

12.0 - Income Disclosure Statement

- A. MDC's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the MDC Income Disclosure Statement ("IDS"). The MDC IDS is designed to convey truthful, timely, and comprehensive information regarding the income that MDC Affiliates earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Affiliates.
- FPO website**
- B. MDC does not allow Affiliates to make income claims. Affiliates may not post income claims, or screen shots of earnings in their back office.
- C. The failure to comply with this policy constitutes a significant and material breach of the MDC Affiliate Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 40 (Disciplinary Sanctions).
- D. An Affiliate, when presenting or discussing the MDC opportunity or Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her MDC income (including the showing of checks, copies of checks, bank statements, or tax records) unless, at the time the presentation is made, the Affiliate provides a current copy of the MDC Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation. A copy of the IDS must be presented to a prospective Affiliate (someone who is not a party to a current MDC Affiliate Agreement) anytime the Compensation plan is presented or discussed, or any type of income claim, or earnings representation is made.
1. The term "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of actual earnings; (2) statements of projected earnings; (3) statements of earnings ranges; (4) income testimonials; (5) lifestyle claims; and (6) hypothetical claims.
 2. A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of "opportunity" or "possibility" or "chance." Claims such as "My MDC income exceeded my salary after six months in the business," or "Our MDC business has allowed my wife to come home and be a full-time mom" also fall within the purview of "lifestyle" claims.
 3. A hypothetical income claim exists when you attempt to explain the operation of the compensation plan through the use of hypothetical example. Certain assumptions are made regarding some or all of the following: (1) number of personally-enrolled Customers and Affiliates; (2) number of downline Customers and Affiliates (3) average sales/purchase volume sales volume per Customer and Affiliate; and (4) total organizational volume. Applying these assumptions through the compensation plans yields income figures which constitute hypothetical income claims.
- E. In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Affiliate or Affiliates in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed, or any type of income claims is made, you must provide every prospective Affiliate with a copy of the IDS and you must display at least one (3 foot x 5 foot poster board) in front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS document and Income Disclosure Statement must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.
1. Copies of the IDS document may be printed or downloaded without charge from the corporate website at www.MyDailyChoice.com.
- F. Affiliates who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS document and Income Disclosure Statement into each such sales aid or tool prior to submission to the Company for review.

13.0 - Prohibited Re-Packaging and Re-Labeling

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

14.0 - Commercial Outlets

- A. Affiliates may not sell MDC products from a commercial outlet, nor may Affiliates display or sell MDC products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell MDC products.
- B. In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Affiliate or Affiliates in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed, or any type of income claims is made, you must provide every prospective Affiliate with a copy of the IDS and you must display at least one (3 foot x 5 foot poster board) in front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.
- C. Copies of the IDS may be printed or downloaded without charge from the corporate website at www.MyDailyChoice.com.
- D. Affiliates who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS into each such sales aid or tool prior to submission to the Company for review.

15.0 - Retail Selling Guidelines

- A. Affiliates may not sell MDC products from a national retail or establishment that is a state chain. HempWorx product cannot be sold in national retail chain stores that contain more than ten locations within the same state. For example: Pet products cannot be pitched to PetsMart and HempWorx cannot be sold in GNC, Walmart or Target. In addition, Flea Markets are prohibited.
- B. Establishments that are not large national chains stores are acceptable commercial outlets. For example: Local Mom and Pop shops, beauty salons, massage parlors, holistic boutiques, etc. Holistic festivals and farmers markets are acceptable venues.
- C. Online auction and/or sales facilitation websites, including but not limited to eBay and Craigslist constitute Commercial Outlets, and may not be used to sell MDC products.
- D. MyDailyChoice reserves the right to prohibit a venue in the spirit of preserving and growing a consistent brand that best serves the field.

16.0 - Wholesale Purchases

- A. All wholesale purchases are final.
- B. In the event an affiliate makes a request to exchange the product, MDC will not authorize an exchange due to product volume.
- C. If the wholesale shipment is rejected, the company will forward the package back to the purchaser.

17.0 - Military Installations

The rules and policies of Military installations varies in all countries. The following policy is specific to the United States. Refer to the policies on consulting business on Military installations in your country/region of business to ensure you meet all requirements. In certain jurisdiction, 'installation' may also refer to any land or facility owned by the government. MDC holds no liability for any incorrect behavior on Military installations.

- A. The offer, promotion, or sale of the products, or the offer and promotion of the MDC opportunity on a military installation is not a right - it is a privilege. Even if an Affiliate lives on a military installation, he or she does have the right to offer our products or the opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the Navy personnel and Navy Regulations, the definition of an "installation" also includes Navy vessels.
- B. Any Affiliate who wants to offer, promote, or sell MDC products, or offer and promote the MDC opportunity, (these activities will be collectively referred to as "commercial solicitation activities") on a military installation must make an inquiry to the office of the installation Commander to determine whether the commander has granted permission for MDC Affiliates to engage in such activities on the installation. If the Commander has not done so, the Affiliate must contact MDC's offices to ask the Company to obtain the Commander's permission. Affiliates are prohibited from seeing such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.
- C. Any Affiliate who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:
 - 1. Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
 - 2. Solicitation of "mass," "group," or "captive" audiences.
 - 3. Making appointments with or soliciting military personnel during their normally-scheduled duty hours.
 - 4. Soliciting without an appointment in areas used for housing or processing transient personnel, or soliciting in barracks areas used as quarters.
 - 5. Use of official military identification cards or vehicle decals by active duty, retired, or other reserve members of the military services to gain access to installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Affiliates with military identification cards and/or installation vehicle decals must present the documentation issued by the installation authorizing solicitations.)
 - 6. Offering rebates to promote transaction or to eliminate competition.
 - 7. Any oral or written representations which suggest or appear that the military branch sponsors or endorses the

Company or its Affiliates, or the goods, services, and commodities offered for sale.

8. The designation of any agent or the use by any agent of titles (for example, "Battalion Insurance Counselor," "Unit Insurance Advisor," "Servicemen's Group Life Insurance Conversion Consultant") that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
9. Entry into any unauthorized or restricted area.
10. Distribution of literature other than to the person being interviewed.
11. Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending email to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
12. Soliciting door to door or without an appointment.

D. The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instruction by one Affiliate could jeopardize the ability of all MDC Affiliates to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

18.0 - Trade Shows, Expositions & Other Sales Forums

Affiliates may display and/or sell MDC products at trade shows and professional expositions. Before submitting a deposit to the event promoted, Affiliates must contact the Compliance Department (compliance@mydailychoice.com) in writing for conditional authorization, as MDC's policy is to authorize only one MDC business per event. Final authorization will be granted to the first Affiliate who submits an official advertisement of the event, a copy of the contract signed by both the Affiliate and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Compliance Department. MDC further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the MDC opportunity.

19.0 - Conflicts of Interest

19.1 - Crossline Recruiting

- A. Affiliates are prohibited from cross-line recruiting. The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. An Affiliate shall not demean, discredit, or defame other MDC Affiliates in an attempt to entice another Customer, Affiliate or prospective Affiliate to become part of his or her organization.
- B. For the purpose of this Section 19.1, the term "cross-line recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another MDC Affiliate or Customer to enroll, join, or otherwise participate in another MDC marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

19.2 - Non-Solicitation

- A. MDC Affiliates are free to participate in other direct selling, multi level marketing, or network marketing entities,

businesses, organization, opportunities, or ventures (collectively referred to as “network marketing business”). However, during the term of this Agreement, any renewal or extension hereof, and for a period of one year following the termination of an Affiliate’s Independent Affiliate Agreement, with the exception of an Affiliate who is personally sponsored by the Affiliate (or former Affiliate, as may be applicable), an Affiliate (or former Affiliate may not recruit an MDC Affiliate or Customer for another network marketing business. Affiliates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Affiliates and MDC agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Affiliates are located. This provision shall survive the termination or expiration of the Affiliate Agreement.

- B. For the purposes of this Section 19.2, the term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another MDC Affiliate or Customer to: (1) enroll, join, or otherwise participate in another network marketing business; or (2) terminate or alter his or her business or contractual relationship with the MDC. The term “recruit” also includes the above activities in the event that the Affiliate’s actions are in response to an inquiry made by another Affiliate or Customer.

19.3 - Affiliate Participation in Other Network Marketing Programs

- A. If an Affiliate is engages in other non-MDC network marketing business, it is the responsibility of the Affiliate to ensure that this or her MDC business is operated entirely separate and apart from any other network marketing business. To this end, the following must be adhered to:
1. Affiliates must not sell, or attempt to sell, any competing non-MDC programs, products or services to MDC Customers or Affiliates. Any program, product or services in the same generic categories as MDC products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. This provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., physician’s offices, health clinics, health clubs, gyms, spas or beauty salons). However, an Affiliate may sell non-competing products to MDC Customer or Affiliate who are personally-sponsored.
 2. Affiliates shall not display MDC promotional material, sales aids or products with or in the same location as, any non-MDC promotional material or sales aids, products or services.
 - a. Affiliates shall not offer the MDC opportunity or products to prospective or existing Customers or Affiliates in conjunction with any non-MDC program, opportunity, product or service.
 3. Affiliates may not offer any non-MDC opportunity, products, services or opportunity at any MDC-related meeting, seminar, convention, webinar, teleconference, or other function.

20.0 - Confidential Information

- A. “Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of MDC Customers and Affiliates, contact information of MDC Customers and Affiliates, Affiliates’ personal and group sales volumes, Affiliate rank and/or achievement levels, and other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of MDC and constitutes a business trade secret belonging to MDC. Confidential Information is, or may be available, to Affiliates in their respective back-offices. Affiliate access to such Confidential Information is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to MDC. Such Confidential Information is

provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective downline organizations in the development of their MDC business. Affiliates may not use the reports for any purpose other than for developing, managing, or operating their MDC business. Where an Affiliate participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Affiliates should use the Confidential Information to assist, motivate, and train their downline Affiliates. The Affiliate and MDC agree that, but for this agreement of confidentiality and nondisclosure, MDC would not provide Confidential Information to the Affiliate.

- B. To protect the Confidential Information, Affiliates shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:
1. Directly or indirectly disclose any Confidential Information to any third party;
 2. Directly or indirectly disclose the password or other access code to his or her back-office;
 3. Use any Confidential Information to compete with MDC or for any purpose other than promoting his or her MDC business;
 4. Recruit or solicit any Affiliate or Customer of MDC listed on any report or in the Affiliate's back-office, or in any manner attempt to influence or induce any Affiliate or Customer of MDC, to alter their business relationship with MDC; or
 5. Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.
- C. The obligation not to disclose confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an Affiliate's Agreement has been terminated, or whether the Affiliate is or is not otherwise affiliated with the MDC. Upon non-renewal or termination of the Agreement, Affiliates must immediately discontinue all use of the Confidential Information and if requested by the MDC promptly return all materials in the possession to the MDC within five (5) business days of the request at their own expense.

21.0 - Targeting Other Direct Sellers

MDC does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell MDC products or to become Affiliates for MDC condone Affiliates solicitation or enticement of members of the sale force of another direct sales company to violate the terms of their contract with such other company. Should Affiliates engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or Customers, MDC will not pay any of the Affiliate's defense costs or legal fees, nor will MDC indemnify the Affiliate for any judgment, award, or settlement.

22.0 - Errors or Questions

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

23.0 - Governmental Approval or Endorsement

No federal, state, or international regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Affiliates shall not represent or imply that MDC or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

24.0 - Income Taxes

Each Affiliate is responsible for paying the applicable income tax in their location of employment (local, state, and federal) on any income generated as an Independent Affiliate. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If an Affiliate's MDC business is tax exempt, documentation to this effect must be provided to MDC. Every year, MDC will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

25.0 - Independent Contractor Status

Affiliates are independent contractors. The agreement between MDC and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliate. Affiliates shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (Expressed or implied). To bind the Company to any obligation. Each Affiliate shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws.

26.0 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy may not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

27.0 - International Marketing

Affiliates are authorized to sell MDC products, and enroll Customers or Affiliates only in the countries in which MDC is authorized to conduct business, as announced in official Company literature. MDC products or sales aids may not be shipped into or sold in any other country beyond this official list. As well, country specific laws may further restrict available countries. Affiliates may sell, give, transfer, or distribute MDC products or sales aids only in their home country, or countries. In addition, no Affiliate may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or Affiliates; or (c) conduct any other activity for the purpose of selling MDC products, establishing a marketing organization, or promoting the MDC opportunity. The violation of this policy will result in the immediate termination of the Affiliate Agreement, and may also result in criminal prosecution by U.S and international authorities.

28.0 - Excess Inventory and Bonus Buying

Affiliates must never purchase more products than they can reasonably use or sell to Retail customers in a month, and must not influence or attempt to influence any other Affiliate to buy more products than they can reasonably use or sell to Retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonus that is not driven by bona fide product or service

purchase by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

29.0 - Adherence to laws, regulation, & the agreement

Affiliates must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of MDC. In addition, Affiliates must not recommend, encourage or teach other Affiliates to violate any federal, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their MDC business.

30.0 - One MDC Business Per Affiliate

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one MDC business. No individual may have, operate or receive compensation from more than one MDC business. Names and Email addresses may not appear on more than one account. Individuals of the same family unit may each enter into or have an interest in their own separate MDC businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as Spouses and dependent children living at or doing business at the same address.

The individual ownership of an MDC Affiliate position must match the credit card on file, shipping address, and payment/commission information. If we discover that an Affiliate is monetizing multiple positions in multiple organizations we view this as 100% unethical. Additionally, we reserve the right to suspend commissions, remove back-office access, move duplicate positions back to their original placement, or terminate the Affiliate’s account.

31.0 - Roll-up of Organization

When a vacancy occurs in a Marketing Organization due to the termination of an MDC business, each Affiliate in the first level immediately below the terminated Affiliate on the date of the termination will be moved to the first level (“front line”) of the terminated Affiliate’s enroller. For example, if A sponsors B, and B sponsored C1, C2, and C3, if B terminates her business, C1, C2, and C3 will “roll-up” to A and become part of A’s first level.

Please note:

- A. If the purged affiliate has only one leg, and it is the leg they are on, the affiliate is removed and the Affiliate/Customer directly below them moved up 1 spot.
- B. If the affiliate has more than one leg or the only leg of the affiliate is the opposite leg that they are on, the affiliate’s position remains as a placeholder until they meet the conditions above and can be removed.

32.0 - Actions of Household Members or Affiliated Parties

If any member of an Affiliate’s immediate household engages in any activity which, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and MyDailyChoice may take disciplinary action pursuant to the these Policies and Procedures against the Affiliate. Similarly, if any individual associated in

any way with a corporation, partnership, limited liability company, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and MyDailyChoice may take disciplinary action against the Business Entity. Likewise, if an Affiliate enrolls in MyDailyChoice as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

33.0 - Sale, Transfer or Assignment of MDC Business

- A. Although an MDC business is a privately owned and independently operated business, It is necessary for MDC to place restrictions on the transfer, assignment, or sale of an Affiliate account.
1. An Affiliate may not sell or assign his or her rights to delegate his or her position as an Affiliate without achieving the rank of 10k or higher. An Affiliate who has reached the rank of 10k or higher must obtain prior written approval by MDC. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of MDC.
 2. A Sale/Transfer of Affiliate Account must be properly completed, with the requisite signatures.
 3. A copy of the Sales Agreement signed and dated by both Buyer and Seller is must be provided.
 4. Payment of the \$100 administration fee.
 5. Before the sale, transfer or assignment can be finalized and approved by MDC, any debt obligations the selling party has with MDC must be satisfied.
 6. The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign an MDC business.
- B. Prior to selling an independent MDC business or Business Entity or interest, the selling Affiliate must notify MDC's Compliance Department in writing and advise of his or her intent to sell his/her MDC business or Business Entity interest. The selling Affiliate must also receive written authorization from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of an MDC business. In the event that an Affiliate transfers, assigns, or sells his or her MDC business without the express written approval of the Compliance Department, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of MDC.

34.0 - Separation of an MDC Business

- A. MDC Affiliates sometimes operate their MDC business as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities.
- At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.
- During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:
1. One of the parties may, with consent of the other(s), operate the MDC business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize MDC to deal directly and solely with the spouse or non-relinquishing shareholder, member, partner, or trustee.
 2. The parties may continue to operate the MDC business jointly on a “business-as-usual” basis, whereupon all

compensation paid by MDC will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

- B. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will MDC split commission and bonus checks between divorcing spouses or members of dissolving entities. MDC will recognize only one downline organization and will issue only one commission check per MDC business per commission cycle. Commission checks shall always be issued to the same individual or entity.
- C. If a former spouse has completely relinquished all rights in the original MDC business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Affiliate.

35.0 - Organizational Structure & Sponsoring

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

35.1 - Succession

Upon the death or incapacitation of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever an MDC business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliate's marketing organization provided the following qualifications are met. The successor(s) must:

- A. Execute an Affiliate Agreement;
- B. Comply with terms and provisions of the Agreement;
- C. Meet all of the qualifications for the deceased Affiliate's status;
- D. The devisee must provide MDC with an "address of record" to which all bonus and commission checks will be sent;
- E. If the business is bequeathed to joint devisees, they must form a business entity and acquire all required documentation. MDC will issue all bonus and commission checks and all provided documentation to the business entity.
- F. If required by local laws, meet any minority representation requirements.

35.2 - Transfer Upon Death of an Affiliate

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

35.3 - Transfer Upon Incapacitation of an Affiliate

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

36.0 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies, as well as a number of states, provinces and regions, have “do not call” regulations as a part of their telemarketing laws. Although MDC does not consider Affiliates to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Affiliates must not engage in telemarketing in the operation of the MDC business. The term “telemarketing” means the placing of one or more telephone calls to an individual entity to induce the purchase of an MDC product or service, or to recruit them for the MDC opportunity. “Cold call” made to prospective Customers or Affiliates that promote either MDC’s products or the MDC opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Customer or Affiliate (a “prospect”) is permissible under the following situations:

- A. If the Affiliate has an established business relationship with the prospect. An “established business relationship” is a relationship between an Affiliate and a prospect based on the product’s purchase, rental, or lease of goods or services from an Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- B. The prospect’s personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call, or as per regulation in your country or region.
- C. If the Affiliate receives written and signed permission from the prospect authorizing the
- D. Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- E. You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in “card collecting” with everyone you meet and subsequently calling them, Regulatory Authorities may consider this a form of telemarketing in your region that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.
- F. Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their MDC business.
- G. Affiliates shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the MDC products or opportunity.

37.0 - Back Office Access

MDC make online back offices available to its Affiliates. Back offices provide Affiliate access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate’s MDC business and to increase sales of MDC products. However access to a back office is a privilege, and not a right. MDC reserves the right to deny Affiliates’ access to the back office at its sole discretion.

38.0 - Unauthorized Communication

In the excitement and enthusiasm of working his or her MDC business, an Affiliate may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally important, we must respect their rights to privacy we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field support.

39.0 - Responsibilities of Affiliates

39.1 - Change of Address, Telephone, and Email Addresses

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that MDC's files are current. Street addresses are required for shipping since many postal services cannot deliver to a post office box. Affiliates planning to change their e-mail address or move must send their new address and telephone numbers to MDC's Corporate Offices to the attention of the Affiliate Services Department. To guarantee proper delivery, two weeks advance notice must be provided to MDC on all changes. In the alternative, an Affiliate's whose contact information changes may amend their contact information through their Affiliate Back Office.

39.2 - Ongoing Training

Active Affiliates who are growing an organization are strongly encouraged to provide downline support. As leader, they have the opportunity to teach new Affiliates how to properly operate his or her MDC business. Upline Affiliates are also motivated to support and train new Affiliates in MDC product knowledge, effective sales techniques, the MDC Compensation Plan, and compliance with Company Policies and Procedures and applicable laws.

Affiliates should monitor the Affiliates in their Downline Organizations to guard against downline Affiliates making improper product or business claims, violation of the policies and Procedures, or engaging in any illegal or inappropriate conduct.

39.3 - Increased Training Responsibilities

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

39.4 - Ongoing Sales Responsibilities

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

39.5 - Non-Disparagement

MDC wants to provide its independent Affiliates with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department. Remember, to best serve you we must hear you! While MDC welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other MDC Affiliates. For this reason, and to set the proper example for their downline, Affiliates must not disparage, demand, or make negative remarks about MDC, other MDC Affiliates, MDC's products, the Marketing and Compensation plan, or MDC's directors, officers, or employees.

39.6 - Providing Documentation to Applicants

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

40.0 - Sales Requirements

40.1 - Product Sales

- A. The MDC Compensation Plan is based on the sale of MDC products to end consumers. Affiliates must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Affiliates to be eligible for commissions:
1. Affiliates must satisfy the Personal Volume and Group Sales Volume requirements to fulfill the requirements associated with their rank as specified in the MDC Compensation Plan. "Personal Sales Volume" includes purchases made by the Affiliate and the purchases made by the Affiliate's personal Customers. "Group Volume" shall include the total Sales Volume of all Affiliates in his or her marketing organization but shall not include the Affiliate's Personal Sales Volume.

40.2 - No Territory Restrictions

There are no exclusive territories granted to anyone.

40.3 - Sales Receipts

When selling the product in person, through a retail establishment, or other form of marketing where a replicate website may not be accessible, Affiliates must provide their Retail customers with two copies of an official MDC sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded in their country/region of residence. Affiliates must maintain all retail sales receipts for sales to their retail customers for a period of two years and furnish them to MDC at the Company's request. Records documenting the purchases of Affiliates' Customers will be maintained by MDC.

Remember that consumers must receive two copies of the sales receipt. In addition, Affiliates must orally inform the buyer of his or her cancellation rights.

Purchases are encouraged to be made through the company provided website. Such online sale records will be stored in the back office for Affiliate and corporate access.

41.0 - Bonuses and Commissions

41.1 - Bonus and Commission Qualifications and Accrual

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an

Affiliates complies with the terms of the Agreement, MDC shall pay commissions to such Affiliates in accordance with the Marketing and Compensation Plan. The minimum amount for which MDC will issue a commission is \$25 for Payoneer and \$10 for Direct Deposit. If an Affiliate's bonuses and commissions do not equal or exceed the amount specified by the selected commission method, the Company will accrue the commissions and bonuses until the minimum is met. Payment will be issued once the minimum had been accrued. Notwithstanding the foregoing, all commissions owed an Affiliate, regardless of the amount Affiliate's business.

41.2 - Adjustment to Bonuses and Commissions and Returned Products

Affiliates receive bonuses, commissions, or overrides based on the actual sales of products to end consumers. When a product is returned to MDC for a refund or is repurchased by the Company, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, override attributable to the returned or repurchased product(s) or canceled service will be deducted from payments to the Affiliate and upline Affiliates who received bonuses, commissions, or override sales of the refunded product(s), in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; (2) the Affiliate or upline Affiliates who earned bonus, commissions, overrides based on the sale of the returned products(s) will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Affiliate who received the bonuses, commissions, or overrides on the sales of the refunded product(s).

41.3 - Direct Deposit and Company Debit Cards

The Company pays commissions via direct deposit into Affiliates' bank accounts or via direct payment onto a company provided debit card. There is no charge for direct deposit.

41.4 - Tax Withholdings

If an Affiliate fails to provide his or her correct tax identification number, MDC will deduct the necessary withholdings from the Affiliate's commission checks as required by law.

41.5 - Reports

- A. All information provided by MDC in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of order; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by MDC or any persons creating or transmitting the information.
- B. All personal and group sales volume information is provided "as is" without warranties, express or implied, or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use, or non-infringement.
- C. To the fullest extent permissible under applicable law, mydailychoice and/ or other persons creating or transmitting the information will in no event be liable to any affiliate or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and/or group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information,) even if mydailychoice or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To

the fullest extent permitted by law, mydailychoice or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

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

42.0 - Product Guarantees, Returns, And Inventory Re-Purchasing

42.1 - Product Guarantee and Rescission

All of the MDC physical products have a 60 day return policy for 100% refund, less the cost of shipping and handling. All of the MDC digital products have a 14 day refund policy. For assistance with a return or refund, contact MDC Customer Support. Products shipped directly to a Customer by the Company must be returned to the Company and the refund will be issued to the Customer by the Affiliate. Every Affiliate is bound to honor the Customer guarantee. If, for any reason, a Retail customer is dissatisfied with any MDC product, the Customer may return the unused portion of the product to the Affiliate from whom it was purchased, within 60 days, for a replacement, exchange or a full refund of the purchase price (less than shipping costs). This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable.

MDC Affiliates and Customers have the opportunity to return one product one time. For example, if an Affiliate is not 100% satisfied with the HempWorx dog treats, they are able to return the dog treats. Any further dog treat purchases will not qualify as refundable. A second refund request of a previously refunded product will constitute the Affiliate's voluntary termination of his/her Affiliate Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 45 and the Affiliate's Agreement will be terminated and his or her MDC business will be canceled.

In regards to autoships, two autoship refund requests within two months will constitute as an account termination upon the second request.

MDC reserves the right to review all matters on a case by case basis.

42.2 - Rescission

A. Retail customers

Many jurisdictions require a rescission period whereby a Customer who makes a purchase has a specified period of time after a sale or execution of a contract to cancel the order and receive a full refund. The length of time varies between country, state/province and regions. As an Affiliate, it is your responsibility to ensure you are following the rules and regulations in your place of business. When an Affiliate makes a sale or takes an order from a Retail customer who then cancels or requests a refund within the allotted period of time, the Affiliate must promptly refund the Customer's money as long as the product is returned in good condition. It is the responsibility of the Affiliate to ensure their business practices comply with the applicable laws and regulations in their place of business.

In the United States, Federal and state law requires that a Retail customer who makes a purchase of \$25.00 or more has three business days (excluding Sundays a legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form or sales receipt. When an Affiliate makes a sale or takes on order from a Retail customer who cancels or requests a refund within the three business day period, the Affiliate must promptly refund the Customer's money as long as the products are returned to the Affiliate in substantially as good condition as when received (five business days for Alaska residents).

B. Customers

Affiliates notify their Customers that they have three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) within which to cancel their purchase and receive a full refund upon the return of the products in substantially as good condition as when they were delivered. Affiliates should also notify their Customers about these time limits at the time they enroll as a Customer and place their first order. Products shipped directly to a Customer by the Company must be returned to the Company and the refund will be issued once the product is received.

42.3 - Informing Customers

Affiliates MUST verbally inform their customers of this right of rescission, they MUST provide their retail customers with TWO copies of a retail receipt at the time of the sale, and MUST point out this cancellation right stated on the receipt. If a Customer places an order online, the Company will provide the Customer with the receipt. Affiliates must ensure that the date of the order or purchase is entered on the Retail Sales Receipt. All retail customers must be provided with two copies of a Sales Receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

42.4 - Return of Inventory and Sales Aids by Affiliates Upon Termination

Upon termination of an Affiliate's Agreement, the Affiliate may return products and sales aids that he or she personally purchased from MDC (purchases from other Affiliates or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within one year prior to the date of termination. Upon receipt of a Resalable products and sales aids, the Affiliate will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by an Affiliate when the products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Affiliate was paid a commission, rebate, or any other form of compensation based on a product(s) that he or she purchased, and such product(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) they are still in MDC's current inventory; (5) the expiration date(s) for any returned products has not passed; and (6) they are returned to MDC within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Replicated Website fees are not refundable except as required by applicable regional law.

42.5 - U.S. Montana Residents

A U.S. Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment.

42.6 - Procedures for All Returns

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

- A. All items must be returned by the Affiliate or Customer who purchased it directly from MDC.
- B. All items to be returned must have a Return Authorization Number which is obtained by calling the Affiliate Services Department. This Return Authorization Number must be written on each carton returned.
- C. The return is accompanied by:
- D. The original packing slip with the completed (and signed Consumer Return Information, if applicable);
- E. The unused portion of the item(s) in its/their original container.
- F. Proper shipping carton(s) and packing materials are to be used in packaging the item(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to MDC shipping pre-paid. MDC does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the Affiliate. If the returned items are not received by the Company's Distribution Center, it is the responsibility of the Affiliate to trace the shipment.
- G. If an Affiliate is returning merchandise to MDC that was returned to him or her by a personal Customer, the product must be received by MDC within ten (10) days from the date on which the Customer returned the merchandise to the Affiliate, and must be accompanied by the sales receipt the Affiliate gave to the Customer at the time of the sale.
- H. Proper shipping carton(s) and packing materials are to be used in packaging the item(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to MDC shipping pre-paid. MDC does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the Affiliate. If the returned items are not received by the Company's Distribution Center, it is the responsibility of the Affiliate to trace the shipment.
- I. If an Affiliate is returning merchandise to MDC that was returned to him or her by a personal Customer, the product must be received by MDC within ten (10) days from the date on which the Customer returned the merchandise to the Affiliate, and must be accompanied by the sales receipt the Affiliate gave to the Customer at the time of the sale.

No refund or replacement of any items will be made if the conditions of these rules are not met.

42.7 - Chargebacks and Commission Reversal

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card. When MyDailyChoice, Inc. receives notice of a chargeback, the Affiliate account is placed in an inactive status. To ensure solid banking relations, MyDailyChoice, Inc. views chargebacks as the result of fraud and suspends all accounts until the issue is addressed.

When a chargeback is filed, it is treated as a refund. Therefore, commissions previously paid are subject to a clawback.

If the chargeback was filed in error, MyDailyChoice reserves the right to implement a reactivation fee of \$250 to cover the documentation and chargeback fees that are accrued.

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43.0 - Dispute Resolution and Disciplinary Proceedings

43.1 - Disciplinary Sanctions

- A. Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act

or omission need not be related to the Affiliate's MDC business), may result, at MDC's discretion, in one or more of the following corrective measures:

1. Issuance of a written warning or admonition;
2. Requiring the Affiliate to take immediate corrective measures;
3. Imposition of a fine, which may be withheld from bonus and commission checks;
4. Loss of rights to one or more bonus and commission checks;
5. MDC may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions during the period that MDC is investigating any conduct allegedly violative of the Agreement. If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
6. Suspension of the individual's Affiliate Agreement for one or more pay periods;
7. Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an Affiliate (which may subsequently be re-earned by the Affiliate);
8. Transfer or removal of some or all of an Affiliate's downline Affiliates from the offending Affiliate's downline organization.
9. Involuntary termination of the offender's Affiliate Agreement;
10. Suspension and/or termination of the offending Affiliate's MDC website or website access;
11. Any other measure expressly allowed within any provision of the Agreement or which MDC deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach;
12. In situations deemed appropriate by MDC, the Company may institute legal proceedings for monetary and/or equitable relief.

B. Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective MDC business, the complaining Affiliate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Affiliate Services Department at the Company. The Affiliate Serves Department will review the facts and attempt to resolve it.

C. Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Las Vegas, Nevada, and shall last no more than two business days.

D. Arbitration

1. If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court. The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The Commercial Arbitration Rules and Mediation Procedures of the AAA are available on the AAA's website and www.adr.org. The Streamlined Arbitration Rules & Procedures are available on the JAMS website at www.jamsadr.com. Copies of AAA's Commercial Arbitration Rules and Mediation Procedures or JAM's Streamlined Arbitration Rules & Procedures will also be emailed to Affiliates upon request to MDC's Compliance Department.
2. Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- a. The Federal Rules of Evidence shall apply in all cases;
 - b. The Parties shall be entitled by Federal Rules of Civil Procedure;
 - c. The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
 - d. The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
 - e. The Parties shall be allotted equal time to present their respective cases, including cross-examinations.
3. All arbitration proceedings shall be held in Las Vegas, Nevada. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within 180 days from the date on which the arbitration is filed, and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.
 4. The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:
 - a. The substance of, or basis for, the controversy, dispute, or claim;
 - b. The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
 - c. The terms or amount of any arbitration award;
 - d. The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.
 5. Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

E. Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Clark County, State of Nevada. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Nevada shall govern all other matters relating to or arising from the Agreement.

F. Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 4, residents of the State of Louisiana shall be entitled to bring an action against MDC in their home forum and pursuant to Louisiana law.

44.0 - Payments

44.1 - Restrictions on Third Party Use of Credit Cards and Bank Account Access

An Affiliate shall not permit other Affiliates or Customers to use his or her credit card, or permit debits to his or her checking or savings account, to enroll in or to make purchases from the Company. An Affiliate shall not use the credit card or debit card of a third party, or make debits to the checking or savings account of a third party, to enroll in or to make purchases from the Company.

45.0 - Inactivity, Reclassification, and Termination

45.1 - Effect of Termination

So long as an Affiliate remains active and complies with the terms of the Affiliates Agreement and these Policies and

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

Following an Affiliate's termination of his or her Affiliate Agreement, former Affiliate shall not hold himself or herself out as an MDC Affiliate and shall not have the right to sell MDC products. An Affiliate whose business is canceled shall receive commissions and bonuses only for the last pay period he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

45.2 - Termination Due to Inactivity

A. Failure to Meet Personal Business Volume Requirements

If an Affiliate fails to personally generate the required BV (please view the Compensation Plan for further details) for 6 consecutive months, his or her Affiliate Agreement shall be canceled for inactivity.

B. Reclassification Following Termination Due to Inactivity

If an Affiliate is canceled for inactivity, his or her Affiliate agreement will be terminated. If he or she is on the company's autoship program, the agreement will be canceled. The Affiliate may rejoin the business (in the leg currently set by the placement tool of the upline enroller) at anytime by logging into their back-office and meeting Personal Business Volume requirements.

45.3 - Involuntary Termination

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

MDC reserves the right to terminate all Affiliate Agreement upon written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

45.4 - Voluntary Termination

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address, and Affiliate I.D. Number. In addition to written termination, Affiliates who have consented to Electronic Contracting will cancel their Affiliate Agreement should they withdraw their consent to contract electronically. If an Affiliate is also on the Autoship program, the Affiliate's Autoship order shall continue unless the Affiliate also specifically requests that his or her Autoship Agreement also be canceled.

45.5 - Non-renewal

An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to renew the Agreement on its anniversary

date. The Company may also elect not to renew an Affiliate's Agreement upon its anniversary date.

45.6 - Exceptions to Activity Requirements

A. Maternity

A pregnant Affiliate shall be exempt from meeting her personal Volume and Group Volume requirements for a period of three months prior to and four (4) months following the birth of a child. The Affiliate should notify the Affiliate Services Department to request a Maternity Waiver Form.

B. Military Deployment

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements for the duration of the deployment and three (3) full calendar months thereafter while deployed into a foreign country. The Affiliate should notify the Affiliate Services Department to request a Deployment Waiver Form.

46.0 - Affiliate Developed Incentives & Contests

A. Affiliates carry the responsibility of honoring all federal, state, and local laws when developing contest, incentive, or sweepstakes programs. Affiliates are advised to seek personal counsel and research laws and reporting requirements before marketing an incentive program. Contests must be marketed to team members only and not in an open fashion for other Affiliates who are not direct team members.

B. Affiliates must provide:

1. The name of the promotion host.
2. Disclosed details regarding incentive.
3. The mandatory MDC Independent Affiliate logo and the statement: "This incentive is not hosted nor endorsed by MyDailyChoice, Inc".
4. The promotion must include rules that include: who is eligible, how to participate, contest dates, value of the prize, how many prizes will be awarded, odds of winning (participants chosen at random), how the prize will be dispersed.
5. An option to participate without charge (an email entry option provided).
6. Prizes must be dispersed to the winners upon contest closure.
7. Those who advertise their participation and interest with a promotion must clearly outline that they are participants in marketing efforts.

C. Lotteries are prohibited by MDC. They are defined by contest that require (but not limited to) a financial commitment upon entry, payment to participate, or considerable effort.

For Example: A lottery is a raffle drawing where Affiliates must pay to play for a random chance to win a prize.

47.0 - Anti-Bribery

MDC prohibits bribery to any person regardless of the status of the recipient. Affiliates and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to obtain or retain any business advantage or to affect any act or decision.

48.0 - Definitions

Active Customer - A Customer who purchases MDC products during a particular month.

Active Affiliate - An Affiliate who satisfies the minimum Personal Sales Volume requirements, as set forth in the MDC Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

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

Agreement - The contract between the Company and each Affiliate includes the Affiliate Application and Agreement Terms and Condition, the MDC Policies and Procedures, the MDC Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by MDC in its sole discretion. These documents are collectively referred to as the "Agreement."

Cancel - The termination of an Affiliate's business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

Downline - Your downline (or downline organization) consists of the Affiliates you personally enroll or sponsor (your first level Affiliates), the Affiliates that the first level Affiliates enroll or sponsor, as well as the Affiliates that are subsequently enrolled or sponsored beneath them.

Downline Leg - Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one "leg" in your marketing organization.

Enroll - The act of introducing a prospective Affiliate to MDC and assisting them to execute an Affiliate Application and Agreement and thereby becoming an MDC Affiliate. (Also see the definition of "Sponsor.") These activities are called "enrolling."

Enroller - The person who enrolls and introduces the products and or opportunity to a prospective Affiliate or Customer into MDC.

Group Volume - The commissionable value of products purchased by the Customers and Affiliates in the downline of a particular Affiliate.

Level - The layers of downline Customers and Affiliates in a particular Affiliate's downline. This term refers to the relationship of an Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A's fourth level.

Official MDC Material - Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by MDC to Affiliates.

Personal Production - Moving MDC products to an end consumer for actual use.

Personal Volume - The commissionable value of products purchased by: (1) an Affiliate; (2) the Affiliate's personally-enrolled Customers.

Rank - The "title" that an Affiliate holds pursuant to the MDC Compensation Plan. "Title Rank" refers to the highest rank an Affiliate has achieved in the MDC compensation plan at any time. "Paid As" rank refers to the rank at which an Affiliate is qualified to earn commissions and bonuses during the current pay period.

Recruit - For purposes of MDC's Conflict of Interest Policy (Section 19), the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or

through a third party, another MDC Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Registered External Website - An Affiliate's MDC-approved personal website that is hosted on non-MDC servers and has no official affiliation with MDC.

Replicated Website - A website provided by MDC to Affiliates which utilizes website templates developed by MDC.

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

Retail Sales - Sales to a retail customer.

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

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