



## **STATEMENT OF POLICIES *and* PROCEDURES**

### **BIOPRO Technology Corporate Mission Statement**

**BIOPRO Technology** is in the human energy business. We provide life changing science and Bioenergetic products. We create breakthrough adventures in self-discovery and new heights in financial prosperity.

## **SECTION 1 — INTRODUCTION**

### **1.1 — Policies and PayPlan Incorporated into Consultant Agreement**

These Policies and Procedures, in their present form and as amended at the sole discretion of BIOPRO Technology (hereafter “BIOPRO” or the “Company”), are incorporated into, and form an integral part of, the BIOPRO Independent Consultant Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the BIOPRO Independent Consultant Application and Agreement, these Policies and Procedures, the BIOPRO PayPlan, and the BIOPRO Business Entity Application (if applicable). These documents are incorporated by reference into the BIOPRO Consultant Agreement (all in their current form and as amended by BIOPRO). It is the responsibility of each Consultant 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. When sponsoring or enrolling a new Consultant, it is the responsibility of the sponsoring Consultant to provide the most current version of these Policies and Procedures and the BIOPRO PayPlan to the applicant prior to his or her execution of the Consultant Agreement.

### **1.2 — Purpose of Policies**

BIOPRO is a direct sales company that markets products through Independent Consultants. It is important to understand that your success and the success of your fellow Consultants is dependent upon the integrity of the men and women who market our products. To clearly define the relationship that exists between Consultants and BIOPRO, and to explicitly set a standard for acceptable business conduct, BIOPRO has established the Agreement.

BIOPRO Consultants are required to comply with all of the Terms and Conditions set forth in the Agreement which BIOPRO may amend at its sole discretion from time to time, as well as all federal, state, provincial, territorial, and local laws governing their BIOPRO business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an independent contractor and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your upline or BIOPRO.

### **1.3 — Changes to the Agreement**

Because federal, state, provincial, territorial and local laws, as well as the business environment, periodically change, BIOPRO reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Consultant Agreement, a Consultant agrees to abide by all amendments or modifications that BIOPRO elects to make. Amendments shall be effective upon notice to all Consultants that the Agreement has been modified. Notification of amendments shall be published in official BIOPRO materials. The Company shall provide or make available to all Consultants a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) fax-on-demand; (4) voice mail system broadcast; (5) inclusion in Company periodicals; (6) inclusion in product orders or Rebate, Commission, or Bonus checks; or (7) special mailings. The continuation of a Consultant’s

BIOPRO business or a Consultant's acceptance of Rebate, Commission or Bonuses constitutes acceptance of any and all amendments.

#### **1.4 — Delays**

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

#### **1.5 — Policies and Provisions Severable**

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

#### **1.6 — Waiver**

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

The existence of any claim or cause of action of a Consultant against BIOPRO shall not constitute a defense to BIOPRO's enforcement of any term or provision of the Agreement.

### **SECTION 2 — BECOMING A CONSULTANT**

#### **2.1 — Requirements to Become a Consultant**

To become a BIOPRO Consultant, each applicant must:

- a) Be of the age of majority in his or her state of residence;
- b) Reside in the United States, Canada, or a U.S. Territory;
- c) Have a valid Social Security or Federal Tax ID number, Social Insurance number in Canada;
- d) Purchase a Consultant Kit (not applicable in North Dakota);
- e) Submit a properly completed (originals only - no copies) and signed Consultant Application and Agreement to BIOPRO; and;
- f) Have a Direct/Preferred Customer or Consultant in his or her marketing organization.

#### **2.2 — New Consultant Registration by Online Enrollment, Telephone, or Fax**

The Sponsor or the potential new Consultant may enroll the new

Consultant online, or call the BIOPRO home office during regular business hours to receive a temporary Consultant Identification Number and temporary authorization for a new Consultant. (See the front of the Consultant Application and Agreement for phone numbers and appropriate business hours.) The person making the enrollment must be able to provide all necessary Consultant Agreement information for the online, telephonic, or fax enrollment. A Consultant Kit will be provided to the new Consultant.

New Consultants who enroll via telephone, fax or online must mail the original signed BIOPRO Application and Agreement to BIOPRO. All Rebate, Commission, and Bonuses will be held until BIOPRO receives the original signed Consultant Application and Agreement.

### **2.3 — Consultant Benefits**

Once a Consultant Application and Agreement has been accepted by BIOPRO, the benefits of the PayPlan and the Consultant Agreement are available to the new Consultant. These benefits include the right to:

- a) Purchase BIOPRO products at the Consultant price;
- b) Retail BIOPRO products described in the BIOPRO product catalog and profit from these sales;
- c) Participate in the BIOPRO PayPlan (receive Rebate, Commission, and Bonuses, if eligible);
- d) Sponsor other individuals as Customers or Consultants into the BIOPRO business and thereby, build a marketing organization and progress through the BIOPRO PayPlan;
- e) Receive periodic BIOPRO literature and other BIOPRO communications;
- f) Participate in BIOPRO-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- g) Participate in promotional and incentive contests and programs sponsored by BIOPRO for its Consultants.

## **SECTION 3 — OPERATING A BIOPRO BUSINESS**

### **3.1 — Adherence to the BIOPRO PayPlan**

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

### **3.2 — Advertising**

#### **3.2.1 - In General**

All Consultants shall safeguard and promote the good reputation of

BIOPRO and its products. The marketing and promotion of BIOPRO, the BIOPRO opportunity, the PayPlan, and BIOPRO products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, exaggerated, unethical or immoral conduct or practices. To promote both the products and the Business opportunity BIOPRO offers, Consultants must use the sales aids and support materials produced by BIOPRO. BIOPRO has carefully designed its products, product labels, PayPlan, and promotional materials to ensure that each aspect of BIOPRO is fair, truthful, substantiated, and complies with complex legal requirements of federal and state provincial laws.

Accordingly, Consultants must submit all written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising) to the Company for approval prior to printing or publication of the requested item. Unless the Consultant receives specific written approval to use the material, the request shall be deemed denied. BIOPRO Consultants found distributing through any means (including but not limited to the Internet) any unauthorized, unapproved materials, literature, flyers, ads, letters or any other promotional items, will have their BIOPRO Distributorship suspended or terminated.

### **3.2.2 - Spamming and Unsolicited Faxes**

Except as provided in this section, Consultants may not use or transmit unsolicited faxes, mass e-mail distribution, unsolicited e-mail, or “spamming” relative to the operation of their BIOPRO businesses or BIOPRO products. The terms “unsolicited faxes” and “unsolicited e-mail” mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting BIOPRO, its products, its PayPlan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person’s prior express invitation or permission; or (b) to any person with whom the Consultant 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 a Consultant and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Consultant; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party. Any violation of this policy will result in a suspension or termination of the violator’s BIOPRO Distributorship.

### **3.2.3 - Consultant Web Sites**

BIOPRO Consultants are provided with and authorized to promote their BIOPRO business online solely through their replicated BIOPRO Consultant Website ([www.mybiopro.com/ConsultantAlias](http://www.mybiopro.com/ConsultantAlias)), provided to them by BIOPRO Technology. This authorized site is the only company-authorized Web based marketing tool for all BIOPRO Consultants. No other private or commercial Website/s providing duplicated, modified, reinvented, or newly created content about BIOPRO is permitted. This includes, but is not limited to:

- General Company Information
- Comments about any aspect of the BIOPRO Business
- BIOPRO Product and Business Descriptions and/or Claims
- BIOPRO PayPlan
- Logo/s

- Images
- Graphics
- Video
- Text content / copy
- Etc.

However, BIOPRO may permit—when requested in writing, subsequently reviewed by the Company under strict guidelines, and only after express written approval by the Company - a link exchange and/or domain name forwarding to the Consultant’s authorized BIOPRO Website ([www.mybiopro.com/ConsultantAlias](http://www.mybiopro.com/ConsultantAlias)) from another website and/or domain name, as long as the website and/or domain name that the link originates from is a site and/or domain name that is not illegal, indecent, nor does it imply a product claim, business claim or income claim, nor is it in any other way objectionable to BIOPRO and its professional standards, nor does it violate federal, state and/or provincial laws.

BIOPRO Consultants are also prohibited from selling BIOPRO products on any websites other than the officially authorized BIOPRO website provided to the Consultant by the Company. This includes, but is not limited to online auction sites, such as [www.eBay.com](http://www.eBay.com), online discount retailers such as [www.Overstock.com](http://www.Overstock.com), or any other online sales outlets. Anyone found violating the above policies is materially breaching these Policies and Procedures and as a result will have his/her BIOPRO Distributorship suspended or terminated.

#### **3.2.4 - Domain Names and E-Mail Addresses**

Consultants may not use or attempt to register any of BIOPRO’s trade names, trademarks, service names, service marks, product names, the Company’s name, or any derivative thereof, for any Internet domain name. Nor may Consultants incorporate or attempt to incorporate any of BIOPRO’s trade names, trademarks, service names, service marks, product names, the Company’s name, or any derivative thereof, into any electronic mail address.

#### **3.2.5 - Trademarks and Copyrights**

BIOPRO will not allow the use of its trade names, trademarks, designs, or symbols by any person, including a BIOPRO Consultant, without its prior, written permission. Consultants may not produce for sale or distribution any recorded company events and speeches without written permission from BIOPRO nor may Consultants reproduce for sale or for personal use any recording of company-produced audio or video tape presentations.

#### **3.2.6 - Media and Media Inquiries**

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

### **3.3 — Bonus Buying**

“Bonus buying” includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Consultant Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Consultant or

Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Consultants or Customers (“phantoms”); or (d) the use of a credit card by or on behalf of a Consultant or Customer when the Consultant or Customer is not the account holder of such credit card. Bonus buying constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

### **3.4 — Business Entities**

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a BIOPRO Consultant by submitting its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to BIOPRO, along with a properly completed Business Entity Registration form. A BIOPRO business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Consultant Application and Agreement. The Business Entity Registration form must be signed by all of the shareholders, members, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to BIOPRO.

### **3.5 — Changes to the BIOPRO Business**

#### **3.5.1 - In General**

Each Consultant must immediately notify BIOPRO of all changes to the information contained on his or her Consultant Application and Agreement. Consultants may modify their existing Consultant Agreement (i.e., change Social Security number to Federal I.D. number, or change the form of ownership from an individual proprietorship to a business entity owned by the Consultant) by submitting a written request, a properly executed Consultant Application and Agreement, and appropriate supporting documentation. Changes shall be processed only once per year. All changes must be submitted by November 30 to become effective on January 1 of the following year.

#### **3.5.2 - Addition of Co-Applicants**

When adding a co-applicant (either an individual or a business entity) to an existing BIOPRO business, the Company requires both a written request as well as a properly completed Consultant Application and Agreement containing the applicant and co-applicant’s Social Security Numbers and signatures. To prevent the circumvention of Section 3.24 (regarding transfers and assignments of BIOPRO business), the original applicant must remain as a party to the original Consultant Application and Agreement. If the original Consultant wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 3.24. If this process is not followed, the business shall be canceled upon the withdrawal of the original Consultant. All Rebate, Commission, and Bonus checks will be sent to the address of record of the original Consultant. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 3.5.3, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Consultant Application and Agreement. BIOPRO may, at its discretion, require notarized documents

before implementing any changes to an BIOPRO business. Please allow thirty (30) days after the receipt of the request by BIOPRO for processing.

### **3.5.3 - Change of Sponsor**

To protect the integrity of all marketing organizations and safeguard the hard work of all Consultants, BIOPRO strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Consultant and marketing organization. Accordingly, the transfer of an BIOPRO business from one sponsor to another is rarely permitted.

Requests for change of sponsorship must be submitted in writing to the Consultant Support Department, and must include the reason for the transfer. Transfers will only be considered in the following two (2) circumstances:

- (a) In cases involving fraudulent inducement or unethical sponsoring, a Consultant may request that he or she be transferred to another organization with his or her entire marketing organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis.
- (b) The Consultant seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her immediate three (3) upline Consultants. Photocopied or facsimile signatures are not acceptable. All Consultant signatures must be notarized. The Consultant who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Consultant also wants to move any of the Consultants in his or her marketing organization, each downline Consultant must also obtain a properly completed Sponsorship Transfer Form and return it to BIOPRO with the \$50.00 change fee (i.e., the transferring Consultant and each Consultant in his or her marketing organization multiplied by \$50.00 is the cost to move a BIOPRO business.) Downline Consultants will not be moved with the transferring Consultant unless all of the requirements of this paragraph are met. Transferring Consultants must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by BIOPRO for processing and verifying change requests.

### **3.5.4 - Cancellation and Re-application**

A Consultant may legitimately change organizations by voluntarily canceling his or her BIOPRO business and remaining inactive (*i.e., no purchases of BIOPRO products for resale, no sales of BIOPRO products, no sponsoring, no attendance at any BIOPRO functions, participation in any other form of Consultant activity, or operation of any other BIOPRO business*) for six (6) full calendar months. Following the six month period of inactivity, the former Consultant may reapply under a new sponsor. BIOPRO will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to BIOPRO in writing.

### **3.5.5 — Cross-Sponsoring**

Actual or attempted cross sponsoring is strictly prohibited. “Cross sponsoring” is defined as the enrollment of an individual who or entity that

already has a current Customer or Consultant Agreement on file with BIOPRO, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Consultants shall not demean, discredit or defame other BIOPRO Consultants in an attempt to entice another Consultant to become part of the first Consultant's marketing organization. This policy shall not prohibit the transfer of a BIOPRO

### **3.5.6 — One BIOPRO Business**

A Consultant may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one BIOPRO business. No individual may have, operate or receive compensation from more than one BIOPRO business. Individuals of the same family unit may not enter into or have an interest in more than one BIOPRO Business. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

In order to maintain the integrity of the BIOPRO PayPlan, husbands and wives or common-law couples (collectively "spouses") who wish to become BIOPRO Consultants must be jointly sponsored as one BIOPRO business. Spouses, regardless of whether one or both are signatories to the Consultant Application and Agreement, may not own or operate any other BIOPRO business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or any other legal or equitable ownership) in the ownership or management of another BIOPRO business in any form.

An exception to the one business per Consultant rule will be considered on a case by case basis if two Consultants marry or in cases of a Consultant receiving an interest in another business through inheritance. **Requests for exceptions to policy must be submitted in writing to the Compliance Department.**

### **3.5.7 - Actions of Household Members or Affiliated Individuals**

If any member of a Consultant's immediate household engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant and BIOPRO may take disciplinary action pursuant to the Statement of Policies against the Consultant. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and BIOPRO may take disciplinary action against the entity. business in accordance with Section 3.24.

### **3.5.8 — Sale, Transfer or Assignment of BIOPRO Business**

Although a BIOPRO business is a privately owned, independently operated business, the sale, transfer or assignment of a BIOPRO business is subject to certain limitations. If a Consultant wishes to sell his or her BIOPRO business, the following criteria must be met:

- a) Protection of the existing line of sponsorship must always be maintained so that the BIOPRO business continues to be operated in that line of sponsorship.
- b) The buyer or transferee must be (or must become) a qualified BIOPRO Consultant. If the buyer is an active BIOPRO

Consultant, he or she must first terminate his or her BIOPRO business simultaneously with the purchase, transfer, assignment or acquisition of any interest in the new BIOPRO business.

- c) Before the sale, transfer or assignment can be finalized and approved by BIOPRO, any debt obligations the selling Consultant has with BIOPRO must be satisfied.
- d) The selling Consultant must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a BIOPRO business.

Prior to selling a BIOPRO business, the selling Consultant must notify BIOPRO Consultant Support Department of his or her intent to sell the BIOPRO business. No changes in line of sponsorship can result from the sale or transfer of a BIOPRO business.

### **3.5.9 — Separation of an BIOPRO Business**

BIOPRO Consultants sometimes operate their BIOPRO businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Consultants and the Company, BIOPRO will involuntarily terminate the Consultant Agreement and roll-up their entire organization pursuant to Section 3.23.

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

- a) One of the parties may, with consent of the other’s), operate the BIOPRO business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize BIOPRO to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b) The parties may continue to operate the BIOPRO business jointly on a “business-as-usual” basis, whereupon all compensation paid by BIOPRO will be paid in the joint names of the Consultants or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will BIOPRO split Rebate, Commission or Bonus checks between divorcing spouses or members of dissolving entities. BIOPRO will recognize only one Downline Organization and will issue only one Rebates/Commission/Bonus check per BIOPRO business per month. Checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of Rebate, Commission or Bonuses, and ownership of the business, the Consultant Agreement shall be involuntarily canceled.

If a former spouse or a former entity affiliate has completely

relinquished all rights in their original BIOPRO business, they are thereafter free to enroll under any sponsor of their choosing, so long as they meet the waiting period requirements set forth in Section 3.5.4. In such case, however, the former spouse or partner shall have no rights to any Consultants in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Consultant. All required training for the rank must be completed by the New Owner.

### **3.6 — Unauthorized Claims**

#### **3.6.1 - Product Claims**

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by BIOPRO may be made except those contained in official BIOPRO literature. In particular, no Consultant may make any claim that BIOPRO products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Nor may Consultants insert drug or disease names in any web site meta tags or search engine registrations. Not only are such claims violative of BIOPRO policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

#### **3.6.2 - Income Claims**

In their enthusiasm to enroll prospective Consultants, some Consultants are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Consultants may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At BIOPRO, we firmly believe that the BIOPRO income potential is great enough to be highly attractive, without reporting the earnings of others.

Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Consultants may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact BIOPRO as well as the Consultant making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because BIOPRO Consultants do not have the data necessary to comply with the legal requirements for making income claims, a Consultant, when presenting or discussing the BIOPRO opportunity or PayPlan to a prospective Consultant, may not make income projections, income claims, or disclose his or her BIOPRO income (including the showing of checks, copies of checks, bank statements, or tax records). Hypothetical income examples that are used to explain the operation of the PayPlan, and which are based solely on mathematical projections, may be made to prospective Consultants, so long as the Consultant who uses such hypothetical examples makes clear to the prospective Consultant(s) that such earnings are hypothetical.

### **3.7 — Commercial Outlets**

BIOPRO strongly encourages the retailing and selling of its products through person to person contact. In an effort to reinforce this method of marketing and to help provide a standard of fairness for its

Consultant base, Consultants may not display or sell BIOPRO products in any retail or service establishment.

Kiosks are permitted only on a temporary basis (less than seven days).

BIOPRO will permit Consultants to solicit and make commercial sales upon prior written approval from the Company. For the purposes of these Policies and Procedures, the term “commercial sale” means the sale of:

- (a) BIOPRO products that equal or exceed \$3,000 or more in a single order; and
- (b) To a third party who intends to resell the products to an end consumer.

### **3.7.1 - Trade Shows, Expositions and Other Sales Forums**

Consultants may display and/or sell BIOPRO products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Consultants must contact the Consultant Support Department in writing for conditional approval, as BIOPRO’s policy is to authorize only one BIOPRO business entity per event. Final approval will be granted to the first Consultant who submits an official advertisement of the event, a copy of the contract signed by both the Consultant 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 Marketing Department. BIOPRO 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 BIOPRO opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer’s markets as these events are not conducive to the professional image BIOPRO wishes to portray.

## **3.8 — Conflicts of Interest**

### **3.8.1 - Nonsolicitation**

BIOPRO Consultants are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “network marketing”). However, during the term of this Agreement, Consultants may not recruit other BIOPRO Consultants or Customers for any other network marketing business. Following the cancellation of this Agreement, and for a period of six months thereafter, a former Consultant may not recruit any BIOPRO Consultant or Customer for another network marketing business if: 1) that Consultant or Customer was in the former Consultant’s downline marketing organization; or 2) the former Consultant met, developed a relationship with, or gained knowledge of the Consultant or Customer by virtue of their mutual participation in BIOPRO. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another BIOPRO Consultant or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Consultant’s actions are in response to an inquiry made by another Consultant or Customer.

Consultants must not sell, or attempt to sell, any competing non-BIOPRO products or services to BIOPRO Customers or Consultants. Any product or services in the same generic category as a BIOPRO product is deemed to be competing (e.g., any dietary supplement is in the same

generic category as BIOPRO's dietary supplements, and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content).

Consultants may not display BIOPRO products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer or Consultant into believing there is a relationship between the BIOPRO and non-BIOPRO products or services. Consultants may not offer the BIOPRO opportunity or products to prospective or existing Customers or Consultants in conjunction with any non-BIOPRO program, opportunity, product or service. Consultants may not offer any non-BIOPRO opportunity, products or services at any BIOPRO-related meeting, seminar or convention, or immediately following such event.

### **3.8.2 - Downline Activity Reports**

Downline Activity Reports are available for Consultant access and viewing at BIOPRO's official web site. Access to online Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to BIOPRO. Downline Activity Reports are provided to Consultants in strictest confidence and are made available to Consultants for the sole purpose of assisting Consultants in working with their respective Downline Organizations in the development of their BIOPRO business. Consultants should use their Downline Activity Reports to assist, motivate, and train their downline Consultants. The Consultant and BIOPRO agree that, but for this agreement of confidentiality and nondisclosure, BIOPRO would not provide Downline Activity Reports to the Consultant. A Consultant shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- b) Directly or indirectly disclose his or her password or other user access code to his or her Downline Activity Report;
- c) Use the information to compete with BIOPRO or for any purpose other than promoting his or her BIOPRO business;
- d) Recruit or solicit any Consultant or Customer of BIOPRO listed on any report, or in any manner attempt to influence or induce any Consultant or Preferred Customer of BIOPRO, to alter their business relationship with BIOPRO; or
- e) Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Consultant will return the original and all copies of Downline Activity Reports to the Company.

### **3.10 — Errors or Questions**

If a Consultant has questions about or believes any errors have been made regarding Rebate, Commission or Bonuses, Downline Activity Reports, or charges, the Consultant must notify BIOPRO in writing within 60 days of the date of the purported error or incident in question. BIOPRO will not be responsible for any errors, omissions or problems not reported to it within 60 days.

### **3.11 — Excess Inventory Purchases Prohibited**

Consultants are not required to carry inventory of products or sales aids. Consultants who do so may find making retail sales and building a marketing organization somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new Consultant's needs. Each Consultant must make his or her own decision with regard to these matters. To ensure that Consultants are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to BIOPRO upon the Consultant's cancellation pursuant to the terms of Section 7.2.

BIOPRO strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for Level Discounts, Rebate, Commission, Bonuses, or advancement in the PayPlan. Consultants may not purchase more inventory than they can reasonably resell or consume in a month nor may they encourage others to do so. Consultants are prohibited from purchasing more than \$5,000 in products per month unless they certify to BIOPRO that they have pending retail orders in excess of that amount or provide BIOPRO with other written reason why such a purchase is necessary.

### **3.12 — Governmental Approval or Endorsement**

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

### **3.13 — Identification**

All Consultants are required to provide their Social Security Number, Social Insurance Number, or a Federal Employer Identification Number to BIOPRO on the Consultant Application and Agreement. Upon enrollment, the Company will provide a unique Consultant Identification Number to the Consultant by which he or she will be identified. This number will be used to place orders, and track Rebate, Commission, or Bonuses.

### **3.14 — Income Taxes**

Every year, BIOPRO will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who falls into one of the following categories:

- a) Had earnings of over \$600 in the previous calendar year; or
- b) Made purchases during the previous calendar year in excess of \$5,000.

Each Consultant is responsible for paying local, state/provincial, and federal taxes on any income generated as an Independent Consultant. If a BIOPRO business is tax exempt, the Federal tax identification number must be provided to BIOPRO.

### **3.15 — Independent Contractor Status**

Consultants are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between BIOPRO and its Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Consultant. Consultants shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Consultants are responsible for paying

local, state, and federal taxes due from all compensation earned as a Consultant of the Company. The Consultant has no authority (expressed or implied), to bind the company to any obligation. Each Consultant shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Consultant Agreement, these Policies and Procedures, and applicable laws.

The name of BIOPRO and other names as may be adopted by BIOPRO are proprietary trade names, trademarks and service marks of BIOPRO. As such, these marks are of great value to BIOPRO and are supplied to Consultants for their use only in an expressly authorized manner. Use of BIOPRO name on any item not produced by the company is prohibited except as follows:

Consultant's Name  
Independent BIOPRO Consultant

All Consultants may list themselves as an "Independent BIOPRO Consultant" in the white or yellow pages of the telephone directory under their own name. No Consultant may place telephone directory display ads using BIOPRO's name or logo. Consultants may not answer the telephone by saying "BIOPRO", "BIOPRO Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of BIOPRO.

### **3.16 — Insurance**

You may wish to arrange insurance coverage for your business. Neither your homeowner's insurance policy nor your automobile insurance policy covers business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present homeowner's and automobile policies.

### **3.17 — International Marketing**

Because of critical legal and tax considerations, including: compliance with foreign laws regarding the approval, registration or licensure of products; regulations regarding ingredients, labeling, and packaging; cautionary statements; protection of intellectual property; compliance with customs, tax, and immigration laws; compliance with direct selling laws; product and income representations; and literature content and language requirements, BIOPRO must limit the resale of BIOPRO products, and the presentation of the BIOPRO business to prospective customers and Consultants located within the United States, Canada and U.S. Territories. Moreover, allowing a few Consultants to conduct business in markets not yet opened by BIOPRO would violate the concept of affording every Consultant the equal opportunity to expand internationally.

Accordingly, Consultants are authorized to sell BIOPRO products, and enroll Customers or Consultants only in the countries in which BIOPRO is authorized to conduct business, as announced in official company literature. BIOPRO products or sales aids cannot be shipped into or sold in any foreign country. Consultants may sell, give, transfer, or distribute BIOPRO products or sales aids only in their home country. In addition, no Consultant may, in any unauthorized country: (a) conduct sales, enrollment or training

meetings; (b) enroll or attempt to enroll potential customers or Consultants; or (c) conduct any other activity for the purpose of selling BIOPRO products, establishing a marketing organization, or promoting the BIOPRO opportunity.

### **3.18 — Adherence to Laws and Ordinances**

#### **3.18.1 - Local Ordinances**

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

#### **3.18.2 - Compliance With Federal, State, and Local Laws**

Consultants shall comply with all federal, state, and local laws and regulations in the conduct of their businesses.

#### **3.19 — Minors**

A person who is recognized as a minor in his/her state of residence may not be a BIOPRO Consultant. Consultants shall not enroll or recruit minors into the BIOPRO program.

#### **3.20 — Re-packaging and Re-labeling Prohibited**

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

#### **3.21 — Requests for Records**

Any request from a Consultant for copies of invoices, applications, downline activity reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

#### **3.22 — Sponsoring**

All active Consultants in good standing have the right to sponsor and enroll others into BIOPRO. Each prospective Customer or Consultant has the ultimate right to choose his or her own Sponsor. If two Consultants claim to be the Sponsor of the same new Consultant or Customer, the Company shall regard the first application received by the Company as controlling.

#### **3.23 — Stacking**

The term “stacking” includes: (a) the failure to transmit to BIOPRO, or the holding of an Independent Consultant Application and Agreement in excess of two business days after its execution; (b) the placement or manipulation of Independent Consultant Applications and Agreements for the purpose of maximizing compensation pursuant to BIOPRO’s PayPlan; or (c) providing financial assistance to new Consultants for the purpose of maximizing compensation pursuant to BIOPRO’s

PayPlan. Stacking constitutes a material breach of these Policies and Procedures, and is strictly and absolutely prohibited.

### **3.24 — Succession**

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

- a) Execute a new Consultant Agreement;
- b) Comply with terms and provisions of the Agreement; and
- c) Meet all of the qualifications for the deceased Consultant's status.

Rebate, Commission or Bonus checks of a BIOPRO business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide BIOPRO with an "address of record" to which all Rebate, Commission or Generation Bonus checks will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer Identification number. BIOPRO will issue all Rebate, Commission or Bonus checks and one IRS Form 1099 to the business entity.

### **3.25 - Transfer Upon Death of a Consultant**

To effect a testamentary transfer of a BIOPRO business, the successor must provide the following to BIOPRO: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor's right to the BIOPRO business; and (3) a completed and executed Consultant Agreement.

### **3.26 - Transfer Upon Incapacitation of a Consultant**

To effect a transfer of a BIOPRO business because of incapacity, the successor must provide the following to BIOPRO: (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 BIOPRO business; and (3) a completed Consultant Agreement executed by the trustee.

### **3.27 — Telemarketing Techniques**

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

## **SECTION 4 — RESPONSIBILITIES OF CONSULTANTS**

### **4.1 — Change of Address or Telephone**

To ensure timely delivery of products, support materials, and Commission checks, it is critically important that the BIOPRO's files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Consultants planning to move should send their new address and telephone numbers to BIOPRO's Corporate Offices to the

attention of the Consultant Support Department. To guarantee proper delivery, two weeks advance notice must be provided to BIOPRO on all changes.

## **4.2 — Continuing Development Obligations**

### **4.2.1 - Ongoing Training**

Any Consultant who sponsors another Consultant into BIOPRO must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her BIOPRO business. Consultants must have ongoing contact and communication with the Consultants in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Consultants to BIOPRO meetings, training sessions, and other functions. Upline Consultants are also responsible to motivate and train new Consultants in BIOPRO product knowledge, effective sales techniques, the BIOPRO PayPlan, and compliance with Company Policies and Procedures. Communication with and the training of downline Consultants must not, however, violate Section 3.2 (regarding the development of Consultant-produced sales aids and promotional materials).

Consultants must monitor the Consultants in their Downline Organizations to ensure that downline Consultants do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Consultant should be able to provide documented evidence to BIOPRO of his or her ongoing fulfillment of the responsibilities of a Sponsor.

### **4.2.2 - Increased Training Responsibilities**

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

### **4.2.3 - Ongoing Sales Responsibilities**

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

## **4.3 — Nondisparagement**

BIOPRO wants to provide its Independent Consultants with the best products, PayPlan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Consultant Support Department. Remember, to best serve you, we must hear from you! While BIOPRO welcomes constructive input, negative comments and remarks made in the field by Consultants about the Company, its products, or PayPlan serve no purpose other than to sour the enthusiasm of other BIOPRO Consultants. For this reason, and to set the proper example for their downline, Consultants must not disparage BIOPRO, other BIOPRO Consultants, BIOPRO's products, the PayPlan, or BIOPRO's directors, officers, or employees. The disparagement of BIOPRO, other BIOPRO Consultants, BIOPRO's products,

the PayPlan, or BIOPRO's directors, officers, or employees constitutes a material breach of these Policies and Procedures.

#### **4.4 — Providing Documentation to Applicants**

Consultants must provide the most current version of the Policies and Procedures and the PayPlan to individuals whom they are sponsoring to become Consultants before the applicant signs a Consultant Agreement. Additional copies of Policies and Procedures can be acquired from BIOPRO.

#### **4.5 — Reporting Policy Violations**

Consultants observing a Policy violation by another Consultant should submit a written report of the violation directly to the attention of the BIOPRO Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

#### **4.6 — Talent Release**

All Consultants authorize BIOPRO to use their names, photographs, images, voices and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use. Such authorization shall survive the termination of the Agreement and shall terminate one year from the date of the termination of the Agreement.

### **SECTION 5 — SALES REQUIREMENTS**

#### **5.1 — Product Sales**

The BIOPRO PayPlan is based upon the sale of BIOPRO products to end consumers. Consultants must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for Rebate, Commission or Bonuses and advancement to higher levels of achievement. The following sales requirements must be satisfied for Consultants to be eligible for Rebate, Commission or Bonuses:

- a) Consultants must satisfy the Personal Volume (PV) and Group Volume (GV) requirements to fulfill the requirements associated with their rank as specified in the BIOPRO PayPlan. PV includes purchases made by the Consultant and purchases made by the Consultant's Retail and Preferred Customers. GV shall include the total PV of all Consultants in his or her Personal Group, Level 1-3 compressed.
- b) At least 70% of a Consultant's total monthly PV must be sold to personal Retail or Preferred Customers. By reordering, a Consultant certifies that he or she has complied with this policy.
- c) Consultants must develop or service at least five Customers every month. These customers can be personal Retail customers, Preferred Customers, and Auto Ship Customers, or any combination of the three.

#### **5.2 — No Price or Territory Restrictions**

*Consultants are not required to sell BIOPRO products at the suggested retail prices set by BIOPRO on the BIOPRO Price List. Consultants may sell BIOPRO products at any price they choose. There are no exclusive territories granted to anyone. No franchise fees are required.*

### **5.3 — Sales Receipts**

All Consultants must provide their retail customers with two copies of an official BIOPRO sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for BIOPRO products, as well as any consumer protection rights afforded by federal or state law. Consultants must maintain all retail sales receipts for a period of two years and furnish them to BIOPRO at the company's request. Records documenting the purchases of Consultants' Retail and Preferred Customers will be maintained by BIOPRO.

If a sale qualifies as a "door-to-door" sale, Consultants must ensure that the following information is contained on each sales receipt:

- (1) The date of the transaction;
- (2) The date (not earlier than the third business day following the date of the transaction) by which the buyer may give notice of cancellation; and
- (3) Name and address of the selling Consultant;

Remember that customers must receive two copies of the sales receipt. In addition, Consultants who make "door-to-door" sales must orally inform the buyer of his or her cancellation rights.

For the purposes of these Policies and Procedures, a "door-to-door" sale means a sale or contract for sale of consumer goods or services with a purchase price of \$25 or more, in which the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller (e.g., sales at the buyer's residence or at facilities rented on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds and restaurants, or sales at the buyer's workplace). The phrase "consumer goods or services" is defined as "goods or services purchased, leased, or rented primarily for personal, family, or household purposes, including courses of instruction or training regardless of the purpose for which they are taken." Thus, whether a transaction involves "consumer goods or services" will depend upon the ultimate purposes of the purchaser.

"Door-to-door" sales do not include a transaction:

- (1) Made pursuant to prior negotiations in the course of a visit by the buyer to a retail business establishment having a fixed permanent location where the products are exhibited for sale on a continuing basis; or
- (2) Conducted and consummated entirely by mail or telephone, and without any other contact between the buyer and the seller or its representative prior to delivery of the products or performance of the services.

## **SECTION 6 — RETAIL PROFITS, REBATE, COMMISSION AND BONUS PROFITS**

### **6.1 — Retail Profits, Rebate, Commission, and Bonus Qualifications**

A Consultant must be active and in compliance with the Agreement to qualify for Rebate, Commission, and Bonus. So long as a Consultant complies with the terms of the Agreement, BIOPRO shall pay Rebate, Commission, or Bonus to such Consultant in accordance with the PayPlan. The minimum amount for which BIOPRO will issue a check is \$5.00. If a Consultant's Rebate, Commission, or Bonus Profits do not equal or exceed \$5.00, the Company will accrue the Rebate, Commission, or Bonuses until they total \$5.00. A check will be issued once \$5.00 has been accrued.

## **6.2 — Adjustment to Rebate, Commission, and Bonuses**

### **6.2.1 - Adjustments for Returned Products**

Consultants receive Rebate, Commission, and Bonuses based on the actual sales of products to end consumers. When a product is returned to BIOPRO for a refund or is repurchased by the Company, the Rebate, Commission, or Bonuses attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the Rebate, Commission, and/or Bonus is recovered, from the Consultants who received Rebate, Commission, or Bonus on the sales of the refunded products.

### **6.3 — Unclaimed Rebate, Commission, Bonuses, and Credits**

Consultants must deposit or cash Rebate, Commission, and Bonus checks within six months from their date of issuance. A check that remains uncashed after six months will be void. After a check has been voided, BIOPRO will attempt to notify a Consultant who has an uncashed check by sending a monthly written notice to his or her last known address identifying the amount of the check and advising that the Consultant can request that the check be reissued. There shall be a \$15.00 charge for reissuing a check, and a \$10.00 fee for each notice that is sent to the Consultant. These charges shall be deducted from the balance owed to the Consultant.

Customers or Consultants who have a credit on account must use their credit within six months from the date on which the credit was issued. If credits have not been used within six months, BIOPRO shall attempt to notify the Consultant or Customer on a monthly basis, by sending written notice to the last known address, advising the Consultant or Customer of the credit. There shall be a \$10.00 charge for each attempted notification. This charge shall be deducted from the Consultant's or Customer's credit on account.

### **6.4 — Online Activity Reports**

All information provided by BIOPRO in online activity reports, including but not limited to Personal Volume, Group Volume (or any part thereof), downline sponsoring activity, and accrued Rebate, Commission, and Bonuses is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by BIOPRO or any persons creating or transmitting the information.

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

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BIOPRO AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PV AND GV INFORMATION (INCLUDING BUT NOT

LIMITED TO LOST PROFITS, REBATE, COMMISSION, BONUSES, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF BIOPRO 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, BIOPRO OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of BIOPRO's online activity reporting services and the information contained therein 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 BIOPRO's online activity reporting services and your reliance on the information.

## **SECTION 7 — PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

### **7.1 — Product Guarantee**

#### **7.1.1 - Returns by Retail Customers**

BIOPRO offers, through its Consultants, a 100% 30 day money-back guarantee to all retail customers. Every Consultant is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any BIOPRO product, the retail customer may return the unused portion of the product to the Consultant from whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (including shipping costs).

*The following provision sets forth the minimum refund permitted by law to a retail customer:*

A retail customer who makes a purchase of \$25.00 or more has three business days (72 hours) 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. When a Consultant makes a sale or takes an order from a retail customer who cancels or requests a refund within the 72 hour period, the Consultant must promptly refund the customer's money as long as the products are returned to the Consultant in substantially as good condition as when received. Additionally, Consultants must orally inform customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on the order form. All retail customers must be provided with two copies of an official BIOPRO 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.

#### **7.1.2 - Returns by Preferred Customers**

BIOPRO offers Preferred Customers an unconditional 30 day

money-back guarantee. If, for any reason, a Preferred Customer is dissatisfied with any BIOPRO product, he or she may return that product to the Company within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (less shipping).

### **7.1.3 - Returns by Consultants (Products Purchased for Personal Consumption)**

If a Consultant is unsatisfied with any BIOPRO product purchased for personal use, the Company offers a 100% 30 day money-back guarantee (less shipping). This guarantee is limited to \$1,500. If a Consultant wishes to return merchandise exceeding \$1,500, in any 12 month period, the return will be deemed an inventory repurchase and the Company shall repurchase the inventory pursuant to the terms of Section 7.2, and the Consultant's Agreement shall be canceled.

### **7.1.4 - Returns by Consultants (Products Returned by Personal Retail Customers)**

If a personal retail customer returns a product to the Consultant from whom it was purchased, the Consultant may return it to the company for an exchange or refund (less shipping). All products returned by personal retail customers must be returned to the Company within 10 days from the date on which it was returned to the Consultant along with the sales receipt which the Consultant gave to the Customer.

### **7.2 — Return of Inventory and Sales Aids by Consultants**

Upon cancellation of a Consultant's Agreement, the Consultant may return inventory and sales aids for a refund if he or she is unable to sell or use the merchandise. A Consultant may only return products and sales aids purchased by him or her that are in resalable condition. Upon receipt of the products and sales aids, the Consultant will be reimbursed 90% of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The company shall deduct from the reimbursement paid to the Consultant any Rebate, Commission, Bonuses or other incentives received by the Consultant which were associated with the merchandise that is returned.

#### **7.2.1 - Montana Residents**

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

### **7.3 — Procedures for All Returns**

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

- a) All merchandise must be returned by the Consultant or customer who purchased it directly from BIOPRO.
- b) All products to be returned must have a Return Authorization Number which will be obtained by calling the Consultant Support Department. This Return Authorization Number must be written on each carton returned.
- c) The return is accompanied by:
  1. a completed and signed Consumer Return Form;
  2. a copy of the original dated retail sales receipt; and the unused portion of the product in its original container.
- d) Proper shipping carton(s) and packing materials are to be used

in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to BIOPRO shipping pre-paid. BIOPRO does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Consultant. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Consultant to trace the shipment.

- e) If a Consultant is returning merchandise to BIOPRO that was returned to him or her by a personal retail customer, the product must be received by BIOPRO within ten (10) days from the date on which the retail customer returned the merchandise to the Consultant, and must be accompanied by the sales receipt the Consultant gave to the customer at the time of the sale.

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

## **SECTION 8 — DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **8.1 — Compliance Review Board**

The Compliance Review Board is a panel consisting of BIOPRO personnel appointed by BIOPRO, who oversee the administration of issues dealing with alleged violations of any Agreement, these Policies, the PayPlan or any other policies and procedures of BIOPRO. The Compliance Review Board will investigate and review all related information and will take the appropriate action to address any such violation.

### **8.2 — Grievances and Complaints**

When a Consultant has a grievance or complaint with another Consultant regarding any practice or conduct in relationship to their respective BIOPRO businesses, the complaining Consultant 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 cannot be resolved, it must be reported in writing to the Consultant Support Department at the Company. The Consultant Support Department will review the facts and attempt to resolve it. If it is not resolved, it will be referred to the Dispute Resolution and Disciplinary Board for final review and determination.

### **8.3 — Arbitration**

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If a Consultant files a claim or counterclaim against BIOPRO, he or she may only do so on an individual basis and not with any other Consultant or as part of a class or consolidated action. Consultants waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in San Diego County, California, unless the laws of the state in which a Consultant resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. The parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure. No other aspects of the

Federal Rules of Civil Procedure shall be applicable to an arbitration. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent BIOPRO 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 BIOPRO's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

#### **8.4 — Governing Law, Jurisdiction and Venue**

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

### **SECTION 9 — ORDERING**

#### **9.1 — Preferred Customers**

Consultants are encouraged to promote BIOPRO's Preferred Customer Program to retail customers. The Preferred Customer Program allows retail customers to purchase their products directly from BIOPRO. Customers simply call BIOPRO's Toll Free Order Number or access the Consultant's replicated web site to place their orders, which they can charge to their VISA or MasterCard. BIOPRO will send the ordered products directly to the customer. To ensure that Consultants receive the appropriate Rebate, Commission, or Bonuses, Customers may not place an order without a Consultant's ID Number.

Preferred Customers purchase products directly from BIOPRO at 10% off the Suggested Retail Price. The Preferred Customer discount is deducted from the Consultant's Differential Profits generated by the sale to the Preferred Customer. Preferred customers must be on ARO.

#### **9.2 — Purchasing BIOPRO Products**

Each Consultant should purchase his or her products directly from BIOPRO. If a Consultant purchases products from another Consultant or any other source, the purchasing Consultant will not receive the Personal Volume that is associated with that purchase.

#### **9.3 — General Order Policies**

On mail orders with invalid or incorrect payment, BIOPRO will attempt to contact the Consultant by phone, and/or mail to try to obtain another payment. If these attempts are unsuccessful after five working days

the order will be returned unprocessed. No C.O.D. orders will be accepted. BIOPRO maintains no minimum order requirements. Orders for products and sales aids may be combined.

#### **9.4 — Shipping and Back Order Policy**

BIOPRO will normally ship products within two (2) working days from the date on which it receives an order. BIOPRO will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on back order and sent when BIOPRO receives additional inventory. Consultants will be charged and given Personal Volume on back ordered items unless notified on the invoice that the product has been discontinued. BIOPRO will notify Consultants and Customers if items are back-ordered and are not expected to ship within 30 days from the date of the order. An estimated shipping date will also be provided. Back ordered items may be canceled upon a Customer's or Consultant's request. Customers and Consultants may request a refund, credit on account, or replacement merchandise for canceled back orders. If a refund is requested, the Consultant's Personal Volume will be decreased by the amount of the refund in the month in which the refund is issued.

#### **9.5 — Confirmation of Order**

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

### **SECTION 10 — PAYMENT AND SHIPPING**

#### **10.1 — Deposits**

No monies should be paid to or accepted by a Consultant for a sale to a personal retail customer except at the time of product delivery. Consultants should not accept monies from retail customers to be held for deposit in anticipation of future deliveries.

#### **10.2 — Insufficient Funds**

It is the responsibility of each Consultant to ensure that there are sufficient funds or credit available in his or her account to cover the monthly Auto Reorder. BIOPRO will not contact Consultants in regard to orders canceled due to insufficient funds or credit. This may result in a Consultant's failure to meet his or her Personal Volume requirements for the month.

#### **10.3 — Returned Checks**

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

#### **10.4 — Restrictions on Third Party Use of Credit Cards and Checking Account Access**

Consultants shall not permit other Consultants or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the company.

## **10.5 — Sales Taxes**

In designing the BIOPRO opportunity, one of our guiding philosophies has been to free Consultants from as many administrative, operational, and logistical tasks as possible. In doing so, Consultants are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, BIOPRO relieves Consultants of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes.

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

The taxability of products and sales tax rates differ by state. Additionally, an increasing number of local taxes (county and city) are being initiated throughout the country. This could result in a disparity in what BIOPRO charges a Consultant and what the Consultant in turn can charge a retail customer depending upon where the sale occurs. The difference should be brought to the attention of BIOPRO Customer Service Department for adjustment. Consultants must provide date of sale, state, county, city and rate of tax where sold, total retail sales and the amount of the additional tax due, or credit due. It is the responsibility of each Consultant to know what products are taxable and at what rate. If you have questions regarding taxability and rates, contact your state or local department of revenue for assistance.

## **SECTION 11 — INACTIVITY AND CANCELLATION**

### **11.1 — Effect of Cancellation**

So long as a Consultant remains active and complies with the terms of the Consultant Agreement and these Policies and Procedures, BIOPRO shall pay Rebate, Commission, and/or Bonuses to such Consultant in accordance with the PayPlan. A Consultant's Rebate, Commission, or Bonus constitute the entire consideration for the Consultant's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Consultant's cancellation for inactivity or voluntary or involuntary cancellation of his or her Consultant Agreement (all of these methods are collectively referred to as "cancellation"), the former Consultant shall have no right, title, claim or interest to the marketing organization which he or she operated, or any Rebate, Commission, or Bonuses from the sales generated by the organization. A Consultant whose business is canceled will permanently lose all rights as a Consultant. This includes the right to sell BIOPRO products and services

and the right to receive future Rebate, Commission, or Bonuses, or other income resulting from the sales and other activities of the Consultant's former downline sales organization. In the event of cancellation, Consultants agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any Rebate, Commission, or Bonuses, or other remuneration derived from the sales and other activities from his or her former downline organization.

The former Consultant shall not hold himself or herself out as a BIOPRO Consultant and shall not have the right to sell BIOPRO products or services. A Consultant whose Consultant Agreement is canceled shall receive Rebate, Commission, or Bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

#### **11.2 — Cancellation Due to Inactivity**

It is the Consultant's responsibility to lead his or her marketing organization with the proper example in personal production of sales to end consumers. Without this proper example and leadership, the Consultant will lose his or her right to receive Rebate, Commission, or Bonuses from sales generated through his or her marketing organization. Therefore, Consultants who personally produce less than \$50 of Personal Volume (PV) for any pay period will not receive Rebate, Commission, or Bonuses for the sales generated through their marketing organization for that pay period. If a Consultant has not fulfilled his or her personal sales requirements for a period of twelve (12) consecutive calendar months (and thus become "inactive"), his or her Consultant Agreement shall be canceled for inactivity. The cancellation will become effective on the day following the last day of the twelfth month of inactivity. Written confirmation of the cancellation will not be provided by BIOPRO.

#### **11.3 — Involuntary Cancellation**

A Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by BIOPRO in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary cancellation of his or her Consultant Agreement. Cancellation shall be effective on the date on which written notice is mailed, return receipt requested, to the Consultant's last known address, or when the Consultant receives actual notice of cancellation, whichever occurs first.

#### **11.4 — Voluntary Cancellation**

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

### **SECTION 12 — DEFINITIONS**

**Active Consultant** — A Consultant who satisfies the minimum Personal Volume (PV) requirements, as set forth in the BIOPRO PayPlan, to ensure that he or she is eligible to receive Rebate, Commission, or Bonus Profits.

**Active Rank** — The term "active rank" refers the current rank of a Consultant, as determined by the BIOPRO PayPlan, for any commission month. To be considered "active" relative to a particular rank, a Consultant must meet the criteria set forth in the BIOPRO PayPlan for his or her respective rank. (See the definition of "Rank" below.)

**Agreement** - The contract between the Company and each Consultant includes the Consultant Application and Agreement, the BIOPRO Policies and Procedures, the BIOPRO PayPlan, and the Business Entity Form (where appropriate), all in their current form and as amended by BIOPRO in its sole discretion. These documents are collectively referred to as the "Agreement."

**Automatic Reorder (ARO)** — Provides a convenient way that minimum qualifying PV can always occur during each month to insure: a) the Consultant is credited for being "Active;" b) the Consultant meets his/her ARO Qualifications for pay; c) Upline is secure that orders are consistent. All Consultants at the Rank of Manager and higher must have a minimum of \$100 (PV) in ARO to be Qualified.

**Consultant Kit** — A selection of BIOPRO training materials and business support literature that each new Independent Consultant is required to purchase. The Consultant Kit is sold to Consultants at the Company's cost.

**Bonus** — *See the definition of "Generation Bonuses and Leadership Development Bonuses" in the PayPlan.*

**Cancel** — The termination of a Consultant's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

**Commissionable Products** — All BIOPRO products on which Rebate, Commission, or Bonuses are paid. Consultant Kits and Sales Aids are not commissionable products.

**Company** — The term "Company" as it is used throughout the Agreement means BIOPRO Technology.

**Compression** — The process by which inactive Consultants and Customers are excluded from the computation of Rebate, Commission, and/or Bonuses for eligible Consultants. BIOPRO's compression program ensures that Consultants are paid on their Personal Group Volume.

**Downline** — *See "Marketing Organization" below.*

**Downline Activity Report** — A monthly report generated by BIOPRO that provides critical data relating to the identities of Consultants, sales information, and enrollment activity of each Consultant's Marketing Organization. This report contains confidential and trade secret information which is proprietary to BIOPRO.

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

**End Consumer** — A person who purchases BIOPRO products for the purpose of personally consuming them rather than for resale to someone else.

**Generation** — When a Consultant obtains a leadership position (i.e., Director or above) the Consultant becomes a start of a generation for the upline. When a Director has a downline Consultant that obtains a leadership position (Director or above), the downline Consultant becomes the start of generation for him/her. A leader and their group are part of the same Generation. A generation is defined as all of the volume starting with your first level down to and including the first Director (or above). Leaders have the opportunity to be paid the Leadership Development Bonuses on the groups that form in their downline. As a leader advances in title they are rewarded by being paid deeper in their organization.

**Group Volume (GV)** — The volume of BIOPRO products generated by a Consultant's Personal Group. (Consultant Kits and sales aids have no Business Volume.)

**Immediate Household** — Heads of household and dependent family members residing in the same house.

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

**Marketing Organization** — The Customers and Consultants sponsored below a particular Consultant.

**Official BIOPRO Material** — Literature, audio or video tapes, files, and other materials developed, printed, published and distributed by BIOPRO to Consultants.

**Personal Production** — Moving product to an end consumer for personal use.

**Personal Volume (PV)** — The volume of products sold in a calendar month: (1) by the Company to a Consultant; and (2) by the Company to the Consultant's personally enrolled Direct, Preferred, or Auto Ship Customers.

**Preferred Customer** — A non-Consultant who purchases products directly from BIOPRO, either by calling in his or her order to the Company or through a Consultant's web site. To be a Preferred Customer you must be on ARO.

**Rank** — The "title" that a Consultant has achieved pursuant to the BIOPRO PayPlan.

**Recruit** — For purposes of BIOPRO's Conflict of Interest Policy (Section 3.8), the term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another BIOPRO Consultant, Preferred Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Consultant's actions are in response to an inquiry made by another Consultant, Preferred Customer.

**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) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) products are returned to BIOPRO within one year from the date of purchase; 5) the product expiration date has not elapsed; and 6) the product contains current BIOPRO labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resaleable.

**Retail Customer** — An individual who purchases BIOPRO products from a Consultant.

**Retail Profit** — The difference between the wholesale price of products and the retail price a Consultant receives for products when they are resold.

**Roll-Up** — The method by which a vacancy in a Marketing Organization

left by a Consultant whose Consultant Agreement has been canceled is filled.

**Sponsor** — A Consultant who enrolls another Consultant into the Company, and is listed as the Sponsor on the Consultant Application and Agreement. The act of enrolling others and training them to become Consultants is called “sponsoring.”

**Suggested Retail Price (SRP)** — The price at which BIOPRO suggests Consultants sell a particular product to retail customers. *Notwithstanding the SRP, Consultants are always free to sell BIOPRO products at any price they choose.*

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

**Wholesale Price (Wholesale)** — The price of the products that is paid to the Company by Consultants. The wholesale price is also called Consultant Cost.



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692-110206