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SECTION 1 – INTRODUCTION

From this point forward BF INTERNATIONAL SDN BHD will be referred to as “BF International ” while BF International independent distributors will be referred to as “distributors”.

These Policies and Procedures govern the way in which a distributor conducts business with BF International . These Policies and Procedures along with the BF International Distributor Application and Agreement (the “Distributor Agreement”) and the Rewards Plan (collectively referred herein as the “Agreement”), such as may now exist or hereafter be amended, constitute the complete and binding agreement and understanding between BF International distributors and BF International . Failure to comply with the provisions of any of these documents may result in the termination of the Distributor Agreement.

Should any portion of the Agreement, or any instrument published by BF International be declared invalid in a court of jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

1.1 Distributor Code of Conduct.

- I will be honest and fair in my dealing as a distributor of BF International .
- I will perform my business in a manner that will enhance my reputation and the positive reputation established by BF International.
- I will be courteous and respectful of every person I contact in the course of my BF International independent activities.
- I will fulfill my leadership responsibilities as a sponsor including training, supporting and communicating with the distributors in my organization.
- I will not misrepresent BF International products or the Rewards Plan.
- I will not sponsor or attempt to sponsor any BF International distributor directly or indirectly into any other network marketing program or engage in deceptive or illegal practices.
- I will remember that even my personal experience and the benefits received from BF International products, services or programs, may be interpreted as unauthorized “extension of labeling claims”.
- I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as a distributor and will discharge all debts and duties as required of a distributor.

1.2 Independent Contractor Status.

A distributor will not be treated as an employee for federal or state tax purposes. All distributors are independent contractors engaged in their own separate business pursuits. Distributors are not considered purchasers of a franchise, nor does the Agreement between BF International and its distributors create an employee/employer relationship, agency, partnership or joint venture. Distributors are strictly prohibited from stating or implying, whether orally or in writing, that their relationship is any other than as above outlined. Each distributor shall hold BF International harmless from any claims, damages or liabilities arising out of such distributor's business practices.

Distributors have no authority to bind BF International to any obligation. Each distributor is encouraged to set up his/her own hours and to determine his/her methods of sales and promotions, as long as he/she complies with the terms of the Agreement.

1.3 Business Conduct.

Each Distributor will perform all of his/her business activities in a professional and ethical manner, which will enhance the distributor's reputation and the positive reputation of BF International. Distributors will not engage in any conduct that could negatively reflect on BF International or any other distributor's image. Distributors will be courteous and respectful of every person contacted, including employees and executives of the corporate office of BF International, and will conduct their business in a way as to respect the products and professionalism of BF International and its other distributors. A distributor will under no circumstances disparage or infringe upon the BF International name or reputation in connection with the marketing of BF International products or misappropriate any confidential or proprietary information or trade secrets (including distributor names and address lists) of BF International for use by the distributor or others.

1.4 Confidentiality Agreement

Distributors may gain access to confidential information of BF International. Specifically, without limiting the foregoing, confidential information includes information contained in any genealogical or downline report provided or accessible to a distributor, customer lists, manufacturer information, commission or sales reports, product formulas, and other financial and business information of BF International. All such information (whether in electronic, oral or written form) is proprietary to and owned by BF International, and is transmitted or available to distributor in strict confidence. Each distributor agrees that he/she will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with BF International or for any other purpose except as expressly authorized by the Agreement. This information is to be used only for the promotion of the BF International program in accordance with the Agreement.

Distributor and BF International agree that without this agreement of confidentiality and non-disclosure, BF International would not provide the information or make it accessible to distributor. This provision shall survive the termination or expiration of the Distributor Agreement.

All genealogy and downline reports provided to a Distributor are proprietary to and owned by BF International . Each Distributor acknowledges that the reports may contain information concerning the Distributor, including, but not limited to, the Distributor's name, address, phone number, products purchased and sold and earnings. The Distributor, by executing the Agreement, consents to the use and dissemination by BF International of the reports and information therein and any other information concerning a Distributor collected by BF International in connection with BF International 's business, including to enforce the terms of and its rights under the Agreement and to comply with applicable laws. A Distributor may not use the reports in any manner or for any purpose except in connection with Distributor's business.

SECTION 2 – BECOMING A BF INTERNATIONAL INDEPENDENT DISTRIBUTOR

2.1 Distributor Enrollment.

The applicant can mail the BFI "Distributor Agreement", together with the other payable payment to the BFI company, and register on the website.

2.2 Distributor Rights.

All BF International distributors are authorized to sell BF International products and to participate in the BF International Rewards Plan. All BF International distributors may sponsor new distributors.

2.3 Legal Age.

A distributor must be of legal age in his or her country or state of residence to be a BF International distributor.

2.4 Married Couples.

Each participant or legal entity is limited to (1) one distributorship. Husbands, wives or common-law couples (collectively “spouses”) who wish to become a BF International distributor must enroll as one (1) BF International entity and may not be associated, directly or indirectly, with distributor positions in other

distributor organizations. The action of one spouse will be attributed to both spouses and, therefore, the distributor position. In the event that two (2) distributors marry, they may each maintain the distributor positions they had previous to the marriage.

2.5 Corporations, Partnerships and Trusts.

Corporations, limited liability companies, partnerships and/or trusts may become distributors ONLY when the completed Distributor Agreement is accompanied by copies of the articles of incorporation, articles of organization, partnership agreement, or trust document or other charter or organizational document as filed with the state (where applicable).

To ensure compliance with the Distributor Agreement, distributors must disclose a complete list of all directors, officers and shareholders involved in the corporation. Limited liability companies must disclose a complete list of all members, officers and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries. This information may be faxed or emailed to BF International and must be updated by the distributor. Proof must be provided of a Federal Tax ID number and a copy of the annual certification from the Secretary of State issued in the state of incorporation, organization, and partnership registration. If any shareholder, partner, member or manager of a distributor is itself an entity, then the information required above for the distributor shall also be required for such shareholder, partner, member or manager.

Shareholders, members, partners, employees, agents, beneficiaries, trustees and those who promote the legal entity, as applicable, agree to remain personally liable to BF International and bound by the Agreement. A completed “Operating Under a Business Name” or DBA (Doing Business As) form must be on file with BF International . In any distributor position involving the efforts of

more than one individual, whether as a corporation, partnership, limited liability company or trust, the actions of one participant shall reflect on the distributorship as a whole. If one participant is found to have violated the terms and conditions of the Agreement, then the distributorship as a whole will be considered to be in violation.

2.6 Fictitious and/or Assumed Names.

A person or entity may not apply for a distributorship using a fictitious or assumed name or use the identity of another person or entity that will not be associated with the distributorship. No one may enter a Social Security Number or Federal Identification Number that was not assigned to the primary individual or entity on the distributorship.

2.7 Tax Identification Number.

All U.S. distributors are required by federal law to obtain a Social Security Number or Federal Identification Number and provide it to BF International . BF International will use that number for all government reporting purposes.

2.8 Taxation.

BF International distributors will be treated as independent contractors for federal and/or state tax purposes. As independent contractors, distributors will not be treated as employees, franchisees, joint venturers, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, State Unemployment Act, or any other federal, state or local statute, ordinance, rule or regulation. Distributors are responsible for the payment of all income, selfemployment and other taxes relating to their business and earnings. At the end of each calendar year, BF International will issue an IRS Form 1099 Misc. for non-employee compensation for distributors as required by law.

SECTION 3 – LEGAL COMPLIANCE

3.1 Legal Compliance.

All BF International distributors shall comply with all federal and state statutes, regulations and local ordinances and regulations concerning the operation of their business. All distributors are responsible for their own managerial decisions and expenditures. Since distributors are not BF

International employees, BF International will not be responsible for payment or co-payment of any employee benefits.

3.2 No Exclusive Territories.

There are no exclusive territories for recruiting purposes nor shall any distributor imply or state that he/she has any exclusive territory rights. There are no geographic limitations on distributor sponsoring except in those foreign countries that have not officially been opened by BF International.

3.3 Representation of Government Endorsements.

Federal and state regulatory agencies do not endorse direct selling programs or their products or services. Therefore, distributors may not represent, directly or indirectly, that the BF International Rewards Plan or its products or services have been approved, reviewed or endorsed by any government agency.

3.4 Medical Treatment, Approval and Therapy.

A BF International distributor must understand that he/she may not say, directly or indirectly, that any BF International product is FDA approved, or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, or management or remedy of illness, ailment or disease can be improved by consumption, use or application of the product. Distributor must understand that BF International products are not offered, intended or considered as medicinal treatment of any disorder or disease, either mental or physical. BF International distributors may make no claims regarding BF International products except as expressly authorized in writing by BF International .

3.5 Personal Information.

Personal information such as the distributor ID number, a distributor's address, telephone number, and etc. will be treated as confidential and will not be used except in connection with BF International 's business, unless required by law. In the event of an emergency, the inquiring party may contact BF International Compliance Department, who will advise the distributor that someone is attempting to contact him/her.

3.6 Non-Solicitation.

During the term hereof and for a period of twelve (12) months after the termination or expiration of the Distributor Agreement, for any reason whatsoever, a distributor shall not on his/her own behalf, or on behalf of any other person or other entity, hire, solicit or enroll any employee, distributor, customer (including preferred customers), manufacturer, or supplier of BF International or any of its affiliates, or in any manner attempt to influence or induce any employee, distributor, customer, manufacturer or supplier of BF International or any of its affiliates, to alter or terminate their employment or business relationship with BF International or its affiliates or to join another network marketing company. No distributor shall use or disclose to any person any information of BF International obtained while the Distributor Agreement was in effect, including names and addresses of BF International 's or any affiliates' employees or distributors. It is agreed that this provision shall survive the termination or expiration of the Distributor Agreement. Solicitation includes, but is not limited to, (i) producing or offering any promotional materials for another network marketing company which is used to solicit BF International distributors to such company; (ii) promoting or selling products which compete with BF International products to BF International customers or distributors; (iii) introducing or presenting, directly or indirectly, another network marketing company business to any BF International distributor; or (iv) offering any other company's products or business opportunity at any BF International meeting or event.

3.7 Non-Competition.

Each distributor agrees not to compete with the protectable business interests of BF International by selling or promoting other products or opportunities (except as detailed under Section 3.11) during the term of the Distributor Agreement. Distributor acknowledges and recognizes these restrictions are necessary for BF International to protect its valuable interests and agrees that any injunction and/or other remedy is necessary and appropriate for BF International to protect such interests.

3.8 Vendor Confidentiality.

BF International business relationships with its vendors, manufacturers and suppliers are confidential. A distributor shall not contact, directly or indirectly, speak with, or communicate with any representative or any supplier, manufacturer, or vendor except at a BF International sponsored event which the representative is present at the request of BF International .

3.9 Endorsements.

No endorsements by any third parties may be alleged, except as expressly communicated in BF International literature and communications. A BF International distributor may not state, directly or indirectly, that any BF International product is approved by the FDA or other governmental agency or may make any claim regarding its products not expressly authorized in writing by BF International .

3.10 Liability.

Violation of any provision of the Agreement may be grounds for suspension and/or termination of that individual's distributorship. The violator also may be subject to civil or criminal liability resulting from violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of BF International , or state or federal law. Additionally, BF International may offset payment to any BF International distributor to offset any damages suffered by BF International as the result of a distributor's violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of BF International , or state or federal law.

3.11 Other Services and Products.

Distributors are not restricted from selling the services and products of other companies during the term of the Agreement. However, direct or indirect promotion of those products and services to BF International distributors is limited to those personally sponsored by a distributor.

3.12 Crossline Recruiting.

Recruiting others, directly or indirectly, whether through written, spoke or implied means, from one (1) BF International distributor organization to another is strictly prohibited.

SECTION 4 – SPONSORING & TRAINING AND TERMS OF TERMINATION

4.1 Sponsoring.

BF International distributors are entitled to sponsor other individuals into their organization in the United States, its territories and other countries officially opened by BF International . Distributors are compensated only for the generation of sales of product and services and not for sponsoring new distributors into the program.

4.2 Sale/Transfer of Distributorship.

The position of an independent BFI distributor can only be transferred from a distributor to a non-distributor. Before the transfer, the distributor must notify the BFI by letter and obtain approval before the transfer can be made.

Notwithstanding anything herein to the contrary, any transfer of a sponsor or downline distributor(s) from his or her current position in the genealogy will only be made, if BF International deems it to be in the best interests of its business, as determined by BF International in its sole discretion. If such a change is to be made, BF International will contact all affected distributors in writing. Distributors waive any and all claims and causes of action that relate to or arise from BF International 's decision to transfer a sponsorship or any distributors in a downline.

4.3 Multiple Applications.

If one applicant submits multiple Distributor Agreement forms listing different sponsors, only the first completed form to be received by BF International will be accepted. BF International reserves the right, in its sole discretion, to make the final decision with respect to all such disputes.

4.4 Placement Changes/Corrections.

After the distributor is successfully registered, the position is not allowed to be changed. If you have difficulties or any special circumstances, please notify the BFI by email or letter, BFI will make a decision based on the situation.

4.5 Sponsor Corrections.

Sponsor changes are not permitted. However, sponsor corrections can be made if the error is reported to BF International within three (3) days of enrolment. Sponsor corrections must be

requested from the current (original) sponsor, stating the reason that the correction needs to be made.

4.6 Acquisition of Business.

A distributor desiring to acquire another distributor's business must first terminate his/her distributor status and wait a period of six (6) months from the date of the resignation notice, before becoming eligible for such purchase. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to BF International and is subject to BF International's approval.

4.7 Adding of Co-Applicants.

When adding a co-applicant (either an individual or a business entity) to an existing distributorship, BF International requires both a written request and a properly executed Distributor Agreement containing both the applicant and co-applicant's Social Security Number and signatures. The original applicant must remain party to the original Distributor Agreement. If the original distributor wants to terminate his/her distributor relationship with BF International, he/she must do so in accordance to the BF International policy. If this is not followed, the business shall be terminated upon withdrawal of the original distributor. All bonus and commission checks will be sent to the address on record for the distributor position. A co-applicant may not under any circumstance be party to another distributorship. The modification permitted within the scope of this section does not include change of sponsorship. There is a Twenty-Five Dollar (\$25.00) processing fee for changes or additions.

4.8 Training Requirement.

Distributors are required to assure the adequate training of distributors they sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies and Procedures, Rewards Plan, product information, sound business practices, sales strategies, and ethical business behavior. A sponsor must maintain an ongoing, professional leadership association with distributors in his/her organization and must fulfill the obligation of performing a bona fide supervisory, sales or distributive function on the sale or delivery of product and services to the ultimate consumer.

4.9 Resignation.

Any distributor may voluntarily resign his/her distributor status by failing to renew when required or by sending written notice to the BF International Compliance Department. Resignation is effective upon receipt of such notice. A distributor who fails to renew or resigns his/her distributorship may not reapply, either individually or have a financial interest in any other distributor entity, for a period of six (6) months from the date of resignation.

4.10 Suspension.

BF International reserves the right to suspend any distributor position at any time for cause when it is deemed that the distributor may have violated the provisions of the Agreement, as they might be amended from time to time, or the provisions of the applicable laws and standards of fair dealing. BF International shall make such involuntary suspension at its discretion pending the investigation of possible Policy violation. BF International will notify the distributor by postal delivery and/or email sent to the latest address listed with BF International for the distributor. In the event of a suspension, a distributor agrees to immediately cease representing himself/herself as a distributor with BF International .

During the investigation period of the suspension, any commissions, overrides or bonuses, which may be due, if any, will be held in abeyance by BF International pending resolution. Should the infraction be deemed unsubstantiated by BF International , the suspension shall be lifted and any commissions, overrides or bonuses will be credited to the distributorship. During the applicable suspension period, BF International shall have

the right to prohibit the suspended distributor from purchasing products and services. However, the suspended distributor does not have the right to represent himself/herself as a distributor or promote his/her distributor business or the products during the applicable suspension period.

4.11 Termination.

A distributor may be terminated for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the distributor and delivered either through postal or email. Termination shall be effective as set forth therein, if a timely appeal is not provided by the distributor in accordance with the appeal procedure set forth below.

Immediately upon termination, the terminated distributor:

a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any BF International product, plan or program; b) Must cease representing himself or herself as a distributor of BF International ; c) Loses all rights to his/her distributorship and position in the Rewards Plan and to all future commissions and earnings resulting there from; and d) Must take all action reasonably required by BF International relating to its materials and protection of its confidential information and intellectual property.

BF International has the right to offset any amounts owed by a distributor to BF International . Where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

4.12 Appeal.

A terminated distributor may appeal the action by submitting a letter to the Compliance Department of BF International stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances) BF International must receive the letter of appeal within ten (10) business days of the date of such notice of termination, or as stated in the notification. If BF International has not received the letter of appeal by the deadline date, the involuntary termination shall automatically become final.

If a distributor files a timely appeal, BF International will, at its sole discretion, review and notify the distributor of its decision. The decision of BF International shall be final and will not be subject to further review.

In the event that an appeal is denied, the termination shall remain in effect as of the date of BF International's original notice.

4.13 Cumulative Remedies.

All rights, powers and remedies given to BF International are cumulative, not exclusive and in addition to any and all other rights provided by law. Upon a breach of the Agreement by a distributor, in addition to suspension and/or termination, BF International shall have the right to impose fines as established by

BF International from time to time and/or to pursue all legal and equitable remedies to enforce its rights under the Agreement as set forth in Section 11.6. BF International will have the right to offset against commissions owed to a distributor for any amounts owed to BF International by such distributor.

SECTION 5 – SUCCESSION, DIVORCE OR DISSOLUTION

5.1 Succession.

Notwithstanding any other provisions of this section, upon the death of a distributor, the distributor entity shall pass to his/her successor in interest as provided by law. However, BF International will not recognize such transfer until the successor in interest has submitted a completed Sales/Transfer form to BF International, together with certified copies of the death certificate and will, trust or other instrument, and executed a Distributor Agreement. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other distributor. In addition, the successor-in interest must be of legal age in his/her country of residence.

5.2 Divorce or Dissolution.

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

- One of the parties may, with written consent of the other(s) and with BF International, operate the BF International business, agreeing to deal directly and solely with the other spouse or no relinquishing shareholder, partner, or trustee; or
- The parties may continue to operate the BF International business jointly on a business-as-usual basis, whereby all compensation paid by BF International will be paid in the joint names of the distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstance will BF International split commissions and bonus checks between divorcing spouses or members of dissolving entities. BF International will recognize only one (1) downline organization and will issue only one (1) commission check per BF International business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that

parties of a divorce or a dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Distributor Agreement shall be involuntarily cancelled.

SECTION 6 – TRADEMARK, LITERATURE AND ADVERTISING.

6.1 Trademark.

The name of BF International and the name of all the BF International products, services and programs are the trademarks of and are owned by BF International. Only BF International is authorized to produce and market products and literature under these trademarks. This includes, but is not limited to, slides, overheads, brochures, videos, domain addresses, and training and/or marketing materials and all promotional material, such as, but not limited to, t-shirts, caps, pins, magnetic signs, etc. Use of the BF International name on any item not produced or authorized by BF International is prohibited.

Distributor acknowledges that any right to use BF International 's trademarks and copyrighted materials is nonexclusive and that BF International has the right and sole discretion to grant others the right to use such trademarks and copyrighted materials. Distributor expressly recognizes that any and all goodwill associated with the trademarks and copyrighted materials (including goodwill arising from distributor's use) inures directly and exclusively to the benefit of BF International and is the property of BF International and that, on expiration or termination of the Distributor Agreement, no monetary amount shall be attributable to any goodwill associated with distributor's use of the trademarks or copyrighted materials.

Distributors are liable to BF International for any damages arising out of their misuse of BF International 's trade names, trademarks, service marks, copyrights and other intellectual property rights, in any form, except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by BF International.

6.2 Yellow and White Page Listings.

Distributors are not permitted to use the BF International trade name in advertising their telephone number and fax number in the white or yellow page section of the telephone directory or on the Internet without identifying themselves as independent distributors or independent contractors.

6.3 "Toll Free" Telephone Number Listings.

BF International distributors are not permitted to list their "toll free" telephone numbers under the BF International trade name without submitting a request for approval from the Compliance Department of BF International. If approval is granted, it must be stated in the following manner:

Chris Tan

Independent BF International Distributor

OR

Independent BF International Contractor.

No other variation may be used to describe the distributor's association with BF International.

6.4 Imprinted Checks.

BF International distributors are not permitted to use the BF International trade name or any of its trademarks on their business or personal checking accounts.

6.5 Imprinted Business Cards or Letterheads.

BF International independent distributors are not permitted to create their own business cards or letterhead with the use of the BF International name or trademark without written approval from BF International.

6.6 BF International Literature.

Only official BF International literature may be used in presenting BF International products and/or the BF International Rewards Plan and business. BF International literature may not be duplicated or reprinted without prior written permission from BF International, which may be obtained through email communication, mail or fax directed to the Compliance Department. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by BF International. Items on the corporate website and the replicating website may be downloaded for promotional purposes.

6.7 Advertising.

Only BF International approved materials may be used in the placement of any advertising in any print, radio, television, internet, electronic or other media. No person shall use the BF International name, logos, trademarks or copyrighted material in any advertising produced by BF International without express written permission from the Compliance Department of BF International. For approval mail, fax or email a copy of the proposed advertising material to the BF International Compliance Department. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Distributors should allow forty-eight (48) hours from receipt for processing.

6.8 Internet and Website Policy.

A BF International distributor may promote his/her distributor business through BF International 's replicating website program only. The website links seamlessly and directly to the official BF International website, giving the distributor a professional and BF International -approved presence on the Internet. No distributor may independently design a website that uses the names, logos, or product descriptions of BF International or otherwise promote (directly or indirectly) BF International products or the Rewards Plan. Distributors may not use the trademarks of BF International or any derivative or abbreviation thereof as a domain name or email address. Distributors may not advertise or promote their distributor business or BF International 's business, products or marketing plan or use BF International 's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of BF International, which approval

may be withheld in its sole discretion. If written approval is given, distributors must abide by the guidelines set forth by BF International , including, but not limited to, the following: (a) distributors shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor distributors; (b) distributors operating on-line websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used; (c) distributors sharing personal information collected on-line shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, distributors shall refrain from sharing such information; (d) distributors shall provide individual consumers the option to terminate any further communication between the distributor and the consumer and if any consumer requests that a distributor cease communication, the distributor shall immediately stop communicating upon such request; (e) distributors must abide by all laws and regulations regarding electronic communications; (f) distributors may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed; (g) distributors may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and (h) distributors may not, directly or indirectly, send bulk, unsolicited e-mails to persons with whom they have no prior or existing personal or business relationship.

6.9 Domain Names.

Distributors may not use or attempt to register any BF International trade names, trademarks, service marks, product names, BF International name or any derivative thereof, for any Internet domain name.

6.10 Email and Newsgroup Marketing.

Distributor emailing, or employing the services to email, unsolicited and unapproved email flyers are fully responsible for all information regarding the product and marketing program which is not expressly contained in advertising and promotional materials supplied directly by BF International. "Spamming", as well as telephoning or faxing, without compliance with various laws is strictly prohibited. Distributors shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Distributors shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Distributors shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, or chain letters. Users of BF International website will not participate in any activity that will restrict or inhibit any other user from using and enjoying the website.

6.11 Internet Sites.

Distributors may not market, promote or sell BF International's marketing plan, products or services or the BF International business on any e-commerce, auction, classified ad or social networking Internet site. This prohibition includes, but is not limited to, Internet sites that have their content based on user participation and user-generated content, forums, message boards, blogs and podcasts such as eBay,

Facebook, MySpace, Craig's List, Twitter, YouTube, Wikipedia or Flickr. BF International products, marketing plan and business may be marketed and sold on the Internet only through BF International websites and not through distributor or third party websites of any kind. The use of BF International's trademarks, service marks or copyrights is explicitly prohibited on the Internet in the selling of BF International products (except on company websites).

6.12 Income Claims.

Distributors may not display, in any manner for recruiting purposes or any other reasons, commission checks or make specific income claims or representations.

Distributors must truthfully and fairly describe the Rewards Plan. No past, potential or actual income claims may be made to prospective Distributors, nor may Distributors use their own incomes as indications of the success assured to others. Income claims include statements of average or nonaverage earnings, statements of earning ranges, income testimonials, lifestyle claims and hypothetical claims. Commission checks may not be used as marketing materials. Distributors may not guarantee commissions or estimate expenses to prospects. Any earnings information or statements regarding income in the Rewards Plan are solely to explain the Rewards Plan and are not representations or guarantees of any earnings or income. BF International does not guarantee or imply any specific earnings or income. Individual income results may vary significantly and are based on many factors, including a Distributor's individual efforts, business experience and skills. BF International makes no warranty or representation as to the level of success, if any, Distributors may achieve by selling any product or in soliciting Distributors or retail customers.

6.13 Trade Shows/Auction Sites.

With prior written authorization from BF International, distributors may display BF International products and the opportunity at trade shows. Requests for participation in trade shows must be received in writing by BF International at least two (2) weeks prior to the event. BF International products and the BF International business are the only products and opportunity that may be offered, directly or indirectly, at the trade show booth or table. Only BF International approved marketing materials may be displayed or distributed.

Distributors may not market or sell BF International products or services or promote the BF International marketing plan or business via live, silent or any other type of auction, including without limitation, on the Internet, even if offered at the distributor-suggested retail price.

6.14 Re-Packaging Prohibited.

The repackaging of BF International products for resale or for any reason whatsoever is prohibited.

6.15 Recordings.

Distributors shall not produce or reproduce BF International produced audio or video materials detailing the BF International opportunity or products. Distributors shall not audiotape in any manner any BF International function.

6.16 Telephone Answering.

Distributors may not answer the telephone or create recordings saying “BF International ” or anything similar that could lead the caller to believe that he or she has reached the Corporate Office of BF International .

6.17 Voicemail Systems.

BF International maintains a voicemail system for use by distributors. This system is a tool intended to promote communication with downline organizations. Under no circumstance shall a distributor use the BF International voicemail system to promote the sale of other services and products or any non BF International program or opportunity.

6.18 Media Interviews.

Distributors are prohibited from granting radio, television, newspaper, tabloid, Internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize BF International , its products or their BF International businesses, without the express prior written approval of BF International . All media inquiries should be referred to BF International ’s corporate office.

6.19 Third Party Materials.

Distributors may not sell any training, sales or leadership products, materials, systems or programs (collectively “Third Party Products”) to BF International distributors, whether or not such Third Party

Products are produced by the distributor or another person or entity or contain any trademarks, service marks or copyrights of BF International . If any distributor desires to use (not sell) any Third Party Materials in his or her BF International business, he or she must obtain the written consent of BF International prior to use.

SECTION 7 – PAYMENT OF BONUSES AND OVERRIDES

7.1 Distributor Agreement.

Bonuses and overrides cannot be paid until a completed BF International Distributor Agreement has been received and accepted by BF International. Bonuses are paid ONLY on the sales of BF International products. No bonuses are paid on the purchases of any sales material, sales aids or the recruitment of distributors.

7.2 Commission Checks.

The minimum amount of payment of commission checks is Ten Dollars (\$10.00) or as otherwise mandated by any country in which BF International operates. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds Ten Dollars (\$10.00).

7.3 Deductions.

A check processing fee of Two and 50/100 Dollars (\$2.50) will be deducted from all commission checks.

7.4 Unclaimed Commissions and Credits.

There shall be a Fifteen Dollar (\$15.00) charge for reissuing a check and a Ten Dollar (\$10.00) fee for each notice that is sent to the distributor advising that the check had not been cashed.

7.5 Dormant Outstanding Commission Payments.

A monthly dormant commission fee of Twenty Dollars (\$20.00) will be charged for the following:

1. All outstanding commissions checks that have not been negotiated within six (6) months of issuance; 2. Commissions in a distributor's wallet when there has been no activity in the wallet for a period of six (6) months; 3. Pending commission payments that are delayed for a period of six (6) months due to the action or inaction of a distributor.

The fee will be charged monthly on each outstanding weekly commission payment. The dormant commission fee cannot reduce the commission below \$0.

SECTION 8 – PURCHASE AND SALE OF PRODUCTS

8.1 Sales Presentations.

At sales presentations, distributors shall truthfully identify themselves, the BF International products, and the purpose of their business to prospective customers. Distributors may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of products offered shall be

accurate and complete, including, but not limited to, with regard to price, terms of payment, refund rights, guarantees, and after-sales services and delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. Distributors must immediately discontinue a demonstration or sales presentation upon the request of the consumer. Distributors shall not directly or by implication denigrate any other company or product. Distributors shall refrain from using comparisons that are likely to mislead and that are incompatible to the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated. Distributors shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a customer's age, illness, lack of understanding or lack of language expertise.

8.2 Purchase at Discount.

BF International distributors are entitled to purchase products from BF International at a discounted price.

8.3 Stockpiling Prohibited.

The success of BF International depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. BF International recognizes that distributors may wish to purchase certain products in reasonable quantities for their own use, for inventory purposes and for the purpose of provisioning new distributors as they are sponsored. However, BF International strictly prohibits the purchase of products solely in an attempt to qualify for advancement in the Rewards Plan.

8.4 Back Orders.

Should any BF International product or sales material be unavailable for any period of time, BF International distributors will be given the option of placing the order(s) and waiting for availability or cancelling the order with full reimbursement without penalties until those items are ready for shipping.

8.5 Seventy Percent Rule.

In order to qualify for commission and overrides, each distributor must certify with the purchase of product that he/she has sold to retail customers and/or has consumed seventy percent (70%) of all products previously purchased. This is known in the industry as the "Seventy Percent Rule".

8.6 Retail Sales Required.

In order to qualify for any compensation payable under the BF International Rewards Plan, a distributor should make retail sales to the ultimate consumer.

8.7 Shipping Address.

BF International will only accept street addresses for shipping purposes. Orders will be shipped via USPS or other shipper as determined by BF International so that they may be tracked and, if necessary, replaced in a timely manner. Post office boxes are accepted for the mailing of commission checks only.

8.8 Direct Purchases.

A BF International distributor should purchase product needs directly from BF International. In the event that a distributor obtains product from his/her sponsor or upline distributor's personal inventory, the commissions associated with the purchase will be attributed to the sponsor or upline distributor who purchased the product.

8.9 Credit Card Purchases.

Credit card purchases may only be made by the individual whose name and address is on the credit card. Any distributor who uses another individual's credit card to pay for purchases should submit a credit card authorization form to BF International with the order prior to placing the order. BF International considers unauthorized credit card use as fraudulent and will report such actions to the proper authorities for settlement.

8.10 Credit Card Chargebacks.

Under no circumstance will any distributor charge back any credit card purchase. Any distributor who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds. If an erroneous charge is applied to a distributor's credit card, the distributor should immediately contact BF International to initiate an investigation and resolution.

8.11 Commission Adjustments.

Any upline distributor affected by returned products to BF International will accordingly be subject to adjustment in his/her commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on the returned products.

8.12 Bonus Buying.

Bonus buying includes (a) the enrollment of an individual or entity as a BF International distributor without the knowledge of and/or execution of a Distributor Agreement by such individual or entity; (b) the fraudulent enrollment of an individual or entity as a distributor; (c) the enrollment or attempted enrollment of non-existent individuals or entities as distributors (phantoms); or (d) the

use of a credit card on behalf of a distributor when the distributor is not the account holder of such credit card. Bonus buying constitutes a breach of these Policies and Procedures and is strictly prohibited.

8.13 Shipping Costs.

It is the ordering distributor's sole responsibility to indicate (a) method and means of shipping and (b) destination address. The methods available are stated on each order form and on the BF International website along with prepaid costs for shipping. Shipping costs will be automatically calculated. Distributors will be required to pay an additional fee of \$2.50 USD on all orders totalling \$400.00 USD and over for "Signature Confirmation"—a service that provides an extra level of security by confirming the delivery of an order, including the date, time and location.

Should the receiving party of an order shipped from BF International refuse delivery and the shipment is returned to BF International, the ordering distributor's status will be made "suspended" pending resolution of the delivery refusal. Return delivery charges will be deducted from the distributor's account.

Distributors importing BF International products for Personal Use under the Not For Resale (NFR) program are responsible for any additional shipping costs that may be imposed by their country of residence, which may include duties, taxes, processing and/or handling fees.

8.14 Returned Packages.

In the event that a package is returned due to a distributor's error or if the package was not picked up in a timely manner and returned, BF International will charge the distributor a re-shipping fee.

8.15 Special Orders.

BF International will not "hold" orders or delay shipment of products that have been processed. Once payment has been received, all orders must be released for shipping.

8.16 Consignment.

In order to protect the BF International business and the integrity of BF International , BF International products may not be delivered to a BF International distributor or another party on consignment. Only authorized BF International distributors may sell BF International products.

8.17 Damaged Shipments.

1. Accept delivery. 2. Before the driver leaves, document on the delivery receipt the number of boxes which appear to be damaged, while also including photographic evidence of such. 3. Save the damaged product and box(es) for inspection by the shipping agent. 4. Make an appointment with the shipping company to have the damaged goods inspected. 5. File a claim with the shipping company. 6. Notify the Customer Service Department of BF International .

8.18 Short Shipments.

BF International takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Distributors must report any damages within five (5) business days following receipt of shipment. Once notified and verified, BF International will ship missing items to the address on the original order.

8.19 Sales Tax.

For purchases made from BF International , BF International collects and remits applicable state and local taxes, which may be due on the suggested retail price of those products and/or materials. The applicable rate of tax due is based upon the address to which the product and/or sales materials are to be delivered.

Exemption from payment of sales tax is applicable to orders that are shipped to a state in which a valid sales tax exemption of a distributor is on file with and accepted by BF International . Applicable sales taxes will be charged on orders which are drop-shipped to another state. Tax exemptions are not retroactive.

SECTION 9 – SALES AND PRICING

9.1 Price Changes.

All BF International products and literature prices are subject to change without prior notice.

9.2 Suggested Retail Pricing.

BF International provides a suggested retail price as a guideline. BF International distributors may sell BF International products at whatever price they and their customers agree; however, a distributor is not permitted to advertise any price below the BF International -suggested retail price. This includes, but is not limited to, “free” products or any other special pricing that would fall below the suggested retail price. No

BF International product may be offered along with the products of any other company regardless of whether that product is offered through network marketing or any other means.

9.3 Receipts: Retail Customers.

BF International distributors will provide all retail customers of BF International products with printed sales receipts.

9.4 Insufficient Funds.

It is the responsibility of each distributor to make certain that current credit card information is on file for Autoship payments and that there are sufficient funds for the draft.

9.5 Returned Checks.

All distributor checks used for payment of product will be re-submitted for payment. A Twenty-Five Dollar (\$25.00) processing fee will be charged to the account of the offending distributor. All subsequent orders must be paid by credit card, money order or cashier's check.

SECTION 10 - RETAIL GUARANTEE AND REFUND POLICY

10.1 Retail Customer Returns.

BF International offers a thirty (30) day, one hundred percent (100%) unconditional money back guarantee on products to all retail customers. Each BF International distributor is bound by his/her Distributor Agreement and the Policies and Procedures to honor this guarantee. Prior to the completion of any retail sale, a distributor must make a verbal disclosure of the right to cancel. If a retail customer is dissatisfied with any BF International product for any reason, then the retail customer may return the unused portion of the product(s) to the Company if purchased online or to the distributor from whom it was purchased within thirty (30) days from the date of purchase for either a replacement, exchange for another product or a full refund of the purchase price of the product.

BF International will replace the returned product to the distributor providing the following steps and conditions are met:

x BF International is notified of a pending retail customer return. x The distributor through whom it was originally purchased returns the product to BF International as instructed by BF International Customer Service. x The product is received by BF International within fifteen (15) days from the return date to the distributor. x The return* is accompanied by the following:

o A signed statement from the retail customer identifying the reason for the return and include:
o A dated copy of the original sales receipt;
o The product as received from the retail customer; and
o The name, address and telephone number of the retail customer.

Proper shipping carton(s) and packing material are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. BF International will pay the cost of shipping replacement product(s) to the distributor.

BF International will not refund, to any distributor, the purchase price of any retail customer returns and no replacement products will be released if the conditions of the rule are not met.

*Retail sales return requests must be clearly written with complete details (name, address, telephone number, email – if available, and any other information which would allow BF International to verify the sale and subsequent return). Unverifiable retail sales cannot be replaced. Falsified information could lead to further investigation and possible suspension of distributorship.

10.2 Return by Online and Preferred Customers.

BF International offers online and preferred customers an unconditional thirty (30) day money back guarantee. If for any reason an Online or Preferred customer is dissatisfied with any BF International product, he/she may return his/her initial purchase of that product within thirty (30) days for a replacement, exchange or full refund of the purchase price (less shipping).

10.3 Return Product Authorization.

Before any product may be returned to BF International, whether it is a shipping error, retail customer return, damaged product or resignation, the distributor must contact BF International customer service either by fax, postal delivery or email to obtain a Return Merchandise Authorization number (RMA). Any package received without such identification clearly visible on the package exterior will be refused.

10.4. Quality Control (QC).

BF International will replace, within thirty (30) days of purchase, any product found to be defective. However, no product should be returned to BF International prior to the approval to do so from BF International Customer Service, whether through a telephone, mail, fax, or email request. In order

to assure that replacement product will be issued, strict compliance to the following procedure is required:

1. A written replacement request must be submitted, stating the reason for the request, and accompanied by verification of payment and a copy of the product order form and packing slip.
2. Upon notification BF International will instruct the distributor where to ship the product and will issue an RMA (Return Merchandise Authorization) number, which must be clearly written on the exterior of the returned package(s). Upon receipt and verification BF International will ship out the replacement product(s).

10.5 Resignation Returns.

If a distributor wishes to return product purchased for personal use, inventory purposes or sales aids while the Distributor Agreement was in effect, all product in CURRENT, REUSABLE AND RESALABLE condition which has been purchased within twelve (12) months shall be repurchased subject to compliance with the Seventy Percent Rule (see Section 8.5) . The purchase shall be at a price of not less than ninety percent (90%) of the original net cost to the distributor minus any freight charges and commissions paid to the distributor. Any such requests will be considered a resignation of the distributorship.

All international returns must be made within ninety (90) days from the date of purchase and are subject to all other guidelines stated herein.

In the event that inventory is returned that does not meet the above conditions for return, such merchandise will be held for a period of thirty (30) days during which time the distributor has the right to request return of those items. Distributors will pay for all shipping charges. Should this request not be received by the customer service department in the time period noted above, BF International reserves the right to destroy such inventory without further compensation to that distributor.

**** Where a state or international law is inconsistent with the terms of these Policies, the state or international law will control.****

In order to ensure that a distributor refund is issued in a timely manner, the following steps should be followed: 1. A written request must be submitted, either by fax, postal delivery or email to BF International customer service, clearly citing the reason for the resignation and for the return of product and/or sales materials. 2. Upon receipt of the proper information, BF International will instruct the distributor where to ship the products along with the RMA (Return Merchandise Authorization) number, which must be clearly visible on the exterior of all packages. Any return without this information on the outside of the package will be refused without exception. BF International will issue the refund within approximately thirty (30) days from the date of receipt of the authorized merchandise. 3. The distributor assumes the cost of shipping any merchandise to BF International . 4. The distributor assumes responsibility for packing and shipping products in a manner that will ensure that it is received in a timely manner and with minimal damage. BF International will not accept damaged merchandise for refund. 5. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used to place the order, the reimbursement will be issued back to that same card. If the payment was made by check, the refund will be issued in the form of a check.

10.6 Unauthorized Returns.

Should a distributor refuse delivery of any BF International shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary suspension.

10.7 Buyer's Right to Cancel.

Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third (3rd) business day following the transaction. This rule covers consumer sales of \$25.00 or more made in the home and from temporary locations (not permanent retail locations). After March 15, 2019, the threshold for consumer sales from temporary locations will increase to \$130.00. Please see the website for the required retail receipt and instructions. In addition, the distributor must

orally inform the buyer of the three (3) day right to cancel at the time the buyer signs the contract of sales or purchases the goods.

10.8 Exchanges.

BF International will not accept product exchanges from distributors.

10.9 Warranties.

Except as expressly stated herein, BF International makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through BF International .

EXCEPT AS EXPRESSLY MADE BY BF INTERNATIONAL IN WRITING, BF INTERNATIONAL MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH BF INTERNATIONAL . TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF BF INTERNATIONAL ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." BF INTERNATIONAL DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ON-LINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. BF INTERNATIONAL DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED OR HOSTED BY BF INTERNATIONAL OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. BF INTERNATIONAL IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVER, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.

SECTION 11 – GENERAL PROVISIONS

11.1 Record Keeping.

BF International encourages all of its distributors to maintain complete and accurate records of their business transactions. BF International may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

11.2 Amendments.

BF International , at its discretion, reserves the right to amend the Policies and Procedures as set forth therein, its distributor or suggested retail prices, product availability and formulations, and Rewards Plan, as it deems appropriate without prior notice. Such Policies and Procedures and Rewards Plan modifications, and all changes thereto, shall become a binding part of the Agreement upon publication on the official BF International website. It is the distributor's responsibility to stay abreast of current and updated information, and BF International is in no way liable for any distributor's lack of knowledge of the updated and current information. In the event of any conflict between the applicable Agreement and any such amendment, the amendment shall control. If BF International brochures, product catalogs, price lists, literature, website, fax on demand information, etc. are revised, only the most current version is authorized for use by BF International distributors.

11.3 Non-Waiver Provisions.

No failure of BF International to exercise any power under these Policies and Procedures or to insist on strict compliance by a distributor with any obligation to provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of BF International 's right to demand exact compliance with these Policies and Procedures. Waiver by BF International can be affected only in writing by an authorized officer of BF International . BF International 's waiver of any particular default by a distributor shall not affect or impair BF International 's right or obligation of any other distributor, nor shall any delay or omission by BF International to exercise any right arising from default affect or impair BF International 's right as to that or any subsequent default.

11.4 Certain Residents Only.

The following only applies to distributors who are residents of Georgia, Louisiana, Massachusetts, Wyoming, Montana, and other states that may specifically require the following: A distributor in this multilevel marketing plan has the right to cancel at any time regardless of reason. Cancellation must be submitted in writing to BF International either by postal delivery, fax or through email.

If the distributor had purchased product for administrative services while this Agreement was in effect, taking into consideration any sales made by or through such distributor prior to the notification to BF International of the election to cancel, BF International shall repurchase all unencumbered product in reasonable, resalable, or reusable condition that was acquired by the distributor from BF International . Such

repurchase shall be at a price of no less than ninety percent (90%) of the original cost minus any freight charges and commissions paid to that distributor.

The repayment of all administrative fees and services shall be at not less than ninety percent (90%) of the cost to the distributor of such fees and services and shall reflect all administrative services that have not, at the time of resignation, been provided to the distributor. BF International shall further refund not less than ninety percent (90%) of the cost to the distributor of any other consideration paid by the distributor in order to participate in the program. The distributor will be held responsible for all shipping expenses incurred in returning sales aids or products to BF International .

11.5 Reporting Policy Violations.

Distributors observing a policy violation by another distributor should submit a written report of the violation to the Compliance Department of BF International , either through fax, postal delivery or email. Such documents must bear the distributor's signature and Personal Identification Number (PIN). Anonymous complaints will not be accepted under any condition. No telephone calls will be accepted with such matters, as documentation must be presented in writing from both the complaining party(ies) and ultimately from the individual(s) cited for the policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be include in the report.

11.6 Arbitration.

All disputes and claims relating to BF International , the Agreement, or its products, the rights and obligations of a distributor of BF International , or any claims or causes of actions relating to the performance of either a distributor or any BF International under the Agreement, and/or a

distributor's purchase of product(s) shall be settled totally and finally by arbitration in Altamonte Springs, Florida, or such other location as BF International prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions, with preference being an attorney knowledgeable in the direct selling industry, selected from a panel, which the American Arbitration Association approves. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If a distributor files a claim or counterclaim against BF International, a distributor shall do so on an individual basis and not with any other distributor or as part of a class action. 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 for arbitration shall survive any termination or expiration of the Distributor Agreement.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration or any mark of other intellectual property or proprietary or confidential information of BF International, without BF International's written consent. BF International may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to BF International. In addition to monetary damages, BF International may obtain injunctive relief against a distributor in violation of the Agreement, and for any violation of misuse of BF International's trademark, copyright or confidential information policies.

Nothing in this rule shall prevent BF International from terminating the Distributor Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect BF International's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

Nothing contained herein shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Rewards Plan, or the Distributor Agreement.

The existence of any claim or cause of action by a distributor against BF International , whether predicated on the Distributor Agreement or otherwise, shall not constitute a defense to BF International enforcement of the covenants and agreements contained in the Distributor Agreement.

11.7 Entire Agreement.

This Agreement (comprised of these Policies and Procedures, the Distributor Agreement, and the Rewards Plan, as may exist or hereafter be amended) constitutes the entire agreement of the parties regarding their relationship and the subject matter hereof and related hereto.

11.8 Severability.

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures, or any specification, standard or operating procedure that BF International has prescribed is held to be invalid or unenforceable, BF International shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. A distributor shall be bound by any such modification. The modification shall be effective in the jurisdiction on which it is required.

11.9 Limitation of Damages.

To the extent allowed by law, BF International and its affiliates, officers, directors, employees and other distributors shall not be liable for and each distributor hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claims whatsoever relating to BF International 's performance, non-performance, act of omission with respect to the business relationship or other matter between the distributor and BF International whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the distributor shall not exceed and is hereby expressly limited to the amount of unsold BF International product owned by the distributor, which was directly purchased thereby from BF International , and any commissions or bonuses due.

11.10 Indemnity Agreement.

Each and every distributor agrees to indemnify and hold harmless BF International, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the distributor's (a) activities as a distributor; (b) breach of the terms of the Distributor Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

11.11 Force Majeure.

BF International shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

11.12 Governing Law.

The Agreement shall be governed by international laws.

11.13 Authorization to Use Name and Likeness.

By executing the Agreement, each Distributor grants to BF International and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his or her name, photograph, likeness, voice testimony, biographical information, image and other information related to Distributor's business with BF International (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Distributor waives any right to inspect or approve any Publicity Materials including or accompanying his or her Likeness. Each Distributor further releases BF International from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for

invasion of privacy, infringement of right of publicity and defamation (including libel and slander). A Distributor may withdraw his or her authorization of any use of his or her Likeness that has not already been publicized by providing written notice to BF International . Distributors agree that any information given by Distributor, including his or her testimonial, is true and accurate.

11.14 Privacy.

Distributors must comply with all applicable privacy and data security laws, including security breach notification laws. Distributors must take appropriate steps to safeguard and protect all private

information, including, without limitation, credit card and social security numbers, provided by a retail customer, prospective retail customer or other Distributors. Distributors must hold such information in strict confidence. Distributors are responsible for the secure handling and storage of all documents that may contain such private information. Distributors must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or customer data. Distributors should retain documents containing such information for only as long as necessary to complete the transaction. Distributors should dispose of any paper or electronic record containing customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the customer data and other confidential information in those records to make it unreadable, unreconstructible, and indecipherable through any means.

11.15 Sales Forces of Other Companies.

Distributors may not target the sales force of another direct sales company to become Distributors or to sell the products of BF International . Distributors may not encourage members of the sales force of another direct sales company to violate the terms of their contract with such company. Distributors bear the sole risk and sole liability for such activities, which activities are not endorsed or supported by BF International .

11.16 Survival.

Any provision of the Policies, which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-competition, non-solicitation, trade secrets and confidential information covenants contained in the Policies.