

POLICIES AND PROCEDURES v1.0

1.0 INTRODUCTION

1.1 Mutual Commitment Statement I-Club BIZ, LLC (hereafter as “iCB”, “iZeePulse” or “iCBwellness” and the “Company”) recognizes that in order to develop a long-term and mutually rewarding relationship with its participants (“Independent Business Owner(s)” or “IBO(s)”) and Customers, iCB and IBOs must acknowledge and respect the true nature of the relationship and support the Customers.

A. In the spirit of mutual respect and understanding, I-Club BIZ, LLC is committed to:

- I. Provide prompt, professional and courteous service and communications to all of its IBOs and Customers;
- II. Provide the highest level of quality products, at fair and reasonable prices;
- III. Exchange or refund the purchase price of any product, service or membership as provided in our Return Policy;
- IV. Deliver orders promptly and accurately;
- V. Pay commissions accurately and on a timely basis;
- VI. Expedite orders or checks if an error or unreasonable delay occurs;
- VII. Roll out new products and programs with IBO input and planning;
- VIII. Implement changes in the Compensation Plan or Policies and Procedures that affect the IBO with input from the IBOs;
- IX. Support, protect and defend the integrity of the iCB Business Opportunity;
- X. Offer IBOs an opportunity to grow with iCB with such growth guided by the principles of Servant Leadership.

B. In return, iCB expects that its IBOs will:

- I. Conduct themselves in a professional, honest, and considerate manner;
- II. Present iCB Corporate and product information in an accurate and professional manner;
- III. Present the Compensation Plan and Return Policy in a complete and accurate manner;
- IV. Not make exaggerated income claims;
- V. Make reasonable effort(s) to support and train IBOs and Customers in their downline;
- VI. Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
- VII. Provide positive guidance and training to IBOs and Customers in their downline while exercising caution to avoid interference with other downlines. As such, an IBO is discouraged from providing cross-line training to an IBO or Customer in a different organization without first obtaining consent of the IBO’s or Customer’s upline leader;
- X. Support, protect, and defend the integrity of the iCB Business Opportunity;
- XI. Accurately complete and submit the IBO Agreement and any requested supporting documentation in a timely manner.

1.2 iCB Policies and Compensation Plan Incorporated into the IBO agreement

A. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the iCB Agreement, these Policies and Procedures, and the iCB Compensation Plan.

B. It is the responsibility of the Sponsoring IBO to provide the most current version of these Policies and Procedures (available on the iCB website) and the iCB Compensation Plan to each applicant prior to his, her and/or its execution of an IBO Agreement.

1.3 Purpose of Policies

A. iCB is a direct sales company that markets products and services through a network of business owners. To clearly define the relationship that exists between IBOs and iCB, and to explicitly set a standard for acceptable business conduct, iCB has established these Policies and Procedures.

B. iCB IBOs are required to comply with; (i) all of the Terms and Conditions set forth in the IBO Agreement, which iCB may amend from time to time in its sole discretion; (ii) all Federal, State, Provincial, Territorial, and/or local laws governing his, her and/or its iCB business; and (iii) these Policies and Procedures.

C. iCB IBOs must review the information in these Policies and Procedures carefully. Should an IBO have any questions regarding a policy or rule, the IBO is encouraged to seek an answer from their Sponsor or any other upline IBO. If further clarification is needed, the IBO may contact iCB Customer Service.

1.4 Changes, Amendments, and Modifications

A. Because Federal, State, and local laws, as well as the business environment, periodically change, iCB reserves the right to amend the Agreement and the prices in its iCB Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official iCB Materials. This provision does NOT apply to the arbitration clause found in Section 13, which can only be modified via mutual consent.

B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:

- I. Posting on the official iCB website;
- II. Electronic mail (e-mail); or
- III. In writing through the iCB newsletters or other iCB communication channels.

1.5 Delays

iCB shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and/or weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of August 1, 2020, and, at such time, shall automatically supersede any prior Policies and Procedures (the "old Policies and Procedures"), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming An iCB IBO

A. To become an IBO, an applicant must comply with the following requirements:

- I. Be of the age of majority (not a minor) in his or her state of residence;
- II. Reside or have a valid address in the United States or a U.S. territory;
- III. Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.);
- IV. Not be an iCB employee, the Spouse of an iCB employee or related to an employee of iCB and living in the same household as such iCB employee.

2.2 New IBO Registration

A. A potential new IBO may self-enroll on the Sponsor's website. In such event, instead of a physically signed IBO Agreement, iCB will accept the Web-enrollment and IBO Agreement by accepting the "electronic signature" stating the new IBO has accepted the Terms and Conditions of such IBO Agreement. Please note that such electronic signature constitutes a legally binding agreement between the IBO and iCB.

B. iCB reserves the right to require signed paperwork for any account, regardless of origin.

C. If requested, the signed IBO Agreement must be received by iCB within 14 days of enrollment.

D. Signed documents, including, but not limited to, IBO personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the IBO's position.

2.3 Rights Granted

A. iCB hereby grants to the IBO a non-exclusive right, based upon the Terms and Conditions contained in the IBO Agreement and these Policies and Procedures, to:

- I. Purchase iCB products and services;
- II. Promote and sell iCB products and services; and
- III. Sponsor new IBOs and Customers in the United States and in countries where iCB may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

A. Each IBO is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to iCB on the IBO Agreement. iCB reserves the right to withhold commission payments from any IBO who fails to provide such information or who provides false information.

B. Upon enrollment, iCB will provide an iCB Identification Number to the IBO. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the IBO Agreement A. If the IBO allows his or her IBO Agreement to expire due to nonpayment, the IBO will lose any and all rights to his, her or its downline organization unless the IBO re-activates within 60 days following the expiration of the Agreement. There is no fee and there is no expiration of your IBO agreement at this time.

C. If the former IBO re-activates within the 60-day time limit, the IBO will resume the rank and position held immediately prior to the expiration of the IBO Agreement. However, such IBO's paid as level will not be restored unless he, she and/or an entity qualifies at

that payout level in the new month. The IBO is not eligible to receive commissions for the time period that the IBO's position was expired. There is no expiration of the IBO contract at this time.

D. Any IBO who was terminated or whose Agreement has expired and lapsed the 60-day grace period is not eligible to re-apply for an iCB business for 12 months following the expiration of the IBO Agreement. There is no expiration of the IBO contract at this time.

E. The downline of the expired or terminated IBO will roll up to the immediate, active upline Sponsor.

2.6 Business Entities

A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be an iCB IBO. This IBO business and position will remain temporary until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. iCB must receive these documents within 14 days from the date the IBO Agreement was signed.

B. An iCB IBO may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

2.7 Independent Business Relationship; Indemnification for Actions

A. The iCB IBO is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each IBO's success depends on his or her independent efforts.

B. The Agreement between iCB and its IBOs does not create an employer/employee relationship, agency, partnership, or joint venture between iCB and the IBO.

C. An iCB IBO shall not be treated as an employee of iCB for any purposes, including, without limitation, for Federal, State, or Provincial tax purposes. All IBOs are responsible for paying local, State, Provincial, and Federal taxes due from all compensation earned as an IBO of iCB. Any other compensation received by IBOs from iCB will be governed by applicable U.S. or Canadian tax laws (or the tax laws of any other applicable jurisdiction). The IBO has no express or implied authority to bind iCB to any obligation or to make any commitments by or on behalf of iCB. Each IBO, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the IBO Agreement, these Policies and Procedures and applicable State, Federal and Provincial laws.

D. The iCB IBO is fully responsible for all of his or her verbal and written communications made regarding iCB products, services, and the Compensation Plan that are not expressly contained within official iCB materials. IBOs shall indemnify and hold harmless iCB, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by iCB as a result of the IBO's unauthorized representations or actions. This Provision shall survive the termination of the iCB IBO Agreement.

2.8 Insurance

A. Business Pursuits Coverage. iCB encourages IBOs to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. iCB IBOs need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

2.9 Errors or Questions

A. If an IBO has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the IBO must notify iCB in writing within 30 days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the IBO.

3.0 iCB's IBO RESPONSIBILITIES

3.1 Correct Addresses

A. It is the responsibility of the IBO or Customer to make sure iCB has the correct shipping address before any orders are shipped.

B. An IBO or Customer will need to allow up to 72 hours for processing after the notice of address change has been received by iCB.

C. An IBO or Customer may be assessed a \$50-\$250 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

A. Any iCB IBO who Sponsors another IBO into iCB must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her iCB business. Sponsoring IBOs should have ongoing contact and communication with the IBOs in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, email, personal meetings, accompaniment of downline IBOs to iCB meetings, training sessions and any other related functions.

B. A Sponsoring iCB IBO should monitor the IBOs in his or her downline organizations to ensure that downline IBOs do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such IBO should be able to provide documented evidence to iCB of his or her ongoing fulfillment of the responsibilities of a Sponsor.

- C. Upline IBOs are encouraged to motivate and train new IBOs about iCB's products and services, effective sales techniques, the iCB Compensation Plan and compliance with company Policies and Procedures.
- D. Marketing product is a required activity in iCB and must be emphasized in all recruiting presentations.
- F. We emphasize and encourage all IBOs to sell iCB's products and services to Customers.
- G. Use of Sales Aids. To promote both the products and the opportunity iCB offers, IBOs must use the sales aids and support materials produced by iCB. If iCB IBOs develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding IBO's good intentions, they may unintentionally violate any number of statutes or regulations affecting the iCB business. These violations, although they may be relatively few in number, could jeopardize the iCB opportunity for all IBOs. Accordingly, IBOs must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the IBO receives specific written approval to use the material, the request shall be deemed denied. All IBOs shall safeguard and promote the good reputation of iCB and its products. The marketing and promotion of iCB, the iCB opportunity, the Compensation Plan, and iCB products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Constructive Criticism; Ethics

- A. iCB desires to provide its IBOs with the best products and services and Compensation Plan in the industry. Accordingly, iCB values constructive criticism and encourages the submission of written comments addressed to iCB Compliance Department.
- B. Negative and disparaging comments about iCB, its products or Compensation Plan, by IBOs made to iCB, in the Field or at iCB meetings or events, or disruptive behavior at iCB meetings or events, serve no purpose other than to dampen the enthusiasm of other iCB IBOs. iCB IBOs must not belittle iCB, other iCB IBOs, iCB products or services, the Compensation Plan, or iCB directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by iCB.
- C. iCB endorses the following code of ethics:
 - I. An iCB IBO must show fairness, tolerance, and respect to all people associated with iCB, regardless of race, gender, social class or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.
 - II. An IBO shall strive to resolve business issues, including situations with upline and downline IBOs, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - III. iCB IBOs must be honest, responsible, professional and conduct themselves with integrity.
 - IV. iCB IBOs shall not make disparaging statements about iCB, other IBOs, iCB employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
- D. iCB may take appropriate action against an IBO if it determines, in its sole discretion, that an IBO's conduct is detrimental, disruptive, or injurious to iCB or to other IBOs.

3.4 Reporting Policy Violation

- A. An IBO who observes a policy violation by another IBO should submit an e-mail to support@iclubbiz.com of the violation directly to the iCB Corporate office. The message shall set forth the details of the incident as follows:
 - I. The nature of the violation;
 - II. Specific facts to support the allegations;
 - III. Dates;
 - IV. Number of occurrences;
 - V. Persons involved; and
 - VI. Supporting documentation
- B. Once the matter has been presented to iCB, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.
- C. This section refers to the general reporting of Policy violations as observed by other IBOs for the mutual effort to support, protect, and defend the integrity of the iCB business and opportunity. If an IBO has a grievance or complaint against another IBO which directly relates to his or her iCB business, the Procedures set forth in these Policies must be followed.

3.5 Sponsorship

- A. The Sponsor is the person who introduces an IBO or Customer to iCB, helps them complete their enrollment, and supports and trains those in their downline.
- B. iCB recognizes the Sponsor as the name(s) shown on the first:
 - I. Physically signed iCB IBO Agreement on file; or

- II. Electronically signed IBO Agreement from a website or an iCB IBO website.
- C. An IBO Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by iCB.
- D. iCB recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but iCB will not allow IBOs to engage in unethical sponsoring activities.
- E. All active IBOs in good standing have the right to Sponsor and enroll others into iCB. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one IBO will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first IBO who presented a comprehensive introduction to iCB products or business opportunity.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed IBO Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by iCB, sanctions up to and including termination of an IBO’s position may be imposed.
- B. The use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this Policy is not permitted.
- C. This Policy does not prohibit the transfer of an iCB business in accordance with iCB Sale or Transfer Policy set forth in these Policies.

3.7 Adherence to the iCB Compensation Plan

- A. An IBO must adhere to the Terms of the iCB Compensation Plan as set forth in these Policies and Procedures as well as in official iCB literature. Deviation from the Compensation Plan is prohibited.
- B. An IBO shall not offer the iCB opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official iCB literature.
- C. An IBO shall not require or encourage a current or prospective Customer or IBO to participate in iCB in any manner that varies from the Compensation Plan as set forth in official iCB literature.
- D. An IBO shall not require or encourage a current or prospective Customer or IBO to make a purchase from or payment to any individual or other entity as a condition to participating in the iCB Compensation Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to IBOs because of the nature of the business. However, IBOs must check their local laws and obey the laws that do apply to them.
- B. An iCB IBO shall comply with all Federal, State, Provincial and local laws and regulations in their conduct of his or her iCB business.

3.9 Compliance with Applicable Income Tax Laws

- A. iCB will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US IBO whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of iCB products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the IBO, and a minimum charge of \$20 may be assessed by iCB.
- B. An IBO accepts sole responsibility for and agrees to pay all Federal, State, Provincial and local taxes on any income generated as an independent IBO, and further agrees to indemnify iCB from any failure to pay such tax amounts when due.
- C. If an IBO’s business is tax exempt, the Federal Tax Identification number must be provided to iCB in writing. D. iCB encourages all IBOs to consult with a tax advisor for additional information for their business.

3.10 One iCB Business Per IBO

- A. An IBO may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) iCB business. No individual may have, operate or receive compensation from more than one iCB businesses. Individuals of the same family unit may each enter into or have an interest in their own separate iCB businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as Spouses and dependent children living at or doing business at the same address.

3.11 Actions of Household Members or IBO Parties

If any member of an IBO’s immediate household engages in any activity which, if performed by the IBO, would violate any provision of the Agreement, such activity will be deemed a violation by the IBO and iCB may take disciplinary action pursuant to these Policies and Procedures against the IBO. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and

iCB may take disciplinary action against the Business Entity. Likewise, if an IBO enrolls in iCB as a Business Entity, each IBO and Party of the Business Entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement.

3.12 Solicitation for Other Companies or Products

A. An iCB IBO may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for six (6) months thereafter, an iCB IBO may not recruit any iCB IBO or Customer for any other direct sales or network marketing business, unless that IBO or Customer was personally sponsored by such IBO.

B. 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 IBO or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the IBO’s actions are in response to an inquiry made by another IBO or Customer.

C. During the term of this Agreement any iCB IBO must not sell, or entice others to sell, any competing products or services, including training materials, to iCB Customers or IBOs.

Any product or service in the same category as an iCB product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality).

D. However, an IBO may sell non-competing products or services to iCB Customers and IBOs that they personally sponsored.

E. An IBO may not display or bundle iCB products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or IBO into believing there is a relationship between the iCB and non- iCB products and services.

F. An iCB IBO may not offer any non- iCB opportunity, products or services at any iCB related meeting, seminar or convention, or immediately following an iCB event.

G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between iCB and its IBOs and would inflict irreparable harm on iCB. In such event, iCB may, at its sole discretion, impose any sanction it deems necessary and appropriate against such IBO or such IBO’s positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.13 Presentation of the iCB Opportunity

A. In presenting the iCB opportunity to potential Customers and IBOs, an IBO is required to comply with the following provisions:

I. An IBO shall not misquote or omit any significant material fact about the Compensation Plan.

II. An IBO shall make it clear that the Compensation Plan is based upon sales of iCB products and services and upon the sponsoring of other IBOs.

III. An IBO shall make it clear that success can be achieved only through substantial independent efforts.

IV. An iCB IBO shall not make income projections, claims, or guarantees while presenting or discussing the iCB opportunity or Compensation Plan to prospective IBOs or Customers. An iCB IBO should inform all IBOs that success requires work.

V. An IBO may not make any claims regarding products or services of any products offered by iCB, except those contained in official iCB literature.

VI. An IBO may not use official iCB material to promote the iCB business opportunity in any country where iCB has not established a “presence.”

VII. In an effort to conduct best business practices, iCB has developed the Income Disclosure Statement (“IDS”). The iCB IDS is designed to convey truthful, timely, and comprehensive information regarding the income that iCB IBOs earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective IBOs.

A copy of the IDS must be presented to a prospective IBO anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include; (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one IBO earned over a million dollars last year” or “Our average ranking IBO makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher ranking IBOs is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

3.14 Sales Requirements Are Governed by the Compensation Plan

- A. iCB IBOs may purchase iCB products and then re-sell them at any price they choose unless otherwise specified by iCB or by any/its product suppliers on a per product basis. iCB will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to an iCB business.
- B. The iCB program is built on sales to the ultimate consumer. iCB encourages its IBOs to only purchase inventory that they and their family will personally use, will be used as a sales tool, or will be resold to others for their ultimate use. IBOs must never attempt to influence any other IBO to buy more products than they can reasonably use or sell to retail Customers in a month.
- C. Each iCB IBO commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited. iCB retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for use or resale.

4.0 ORDERING

4.1 General Order Policies

- A. "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as an IBO or Customer; (c) the enrollment or attempted enrollment of nonexistent individuals or Business Entities as IBOs or Customers ("phantoms"); (d) purchasing iCB products or services on behalf of another IBO or Customer, or under another IBO's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers. iCB recommends that IBOs use their own credit cards and not allow others to use them. An IBO shall not use another IBO's or Customer's credit card or debit checking account to enroll in iCB or purchase products or services without the account holder's written permission. Such documentation must be kept by the IBO indefinitely in case iCB needs to reference this.
- B. Regarding an order with an invalid or incorrect payment, iCB will attempt to contact the IBO by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be canceled.
- C. Prices are subject to change without notice.
- D. An IBO or Customer who is a recipient of a damaged or incorrect order must notify iCB within 10 calendar days from receipt of the order and follow the Procedures as set forth in these Policies.

4.2 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the IBO or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to iCB by an IBO or Customer of the IBO from NSF (nonsufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by iCB from an IBO's future bonus and commission checks. C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the IBO, constitute grounds for disciplinary sanctions.
- D. If a credit card order or automatic debit is declined the first time, the Customer or IBO will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or IBO may be deemed ineligible to purchase iCB products.

4.3 Sales Tax Obligation

- A. The IBO shall comply with all State, Provincial and local taxes and regulations governing the sale of iCB products and services.
- B. iCB will collect and remit sales tax on IBO orders unless an IBO furnishes iCB with the appropriate Resale Tax Certificate form. When orders are placed with iCB, sales tax is prepaid based upon the suggested retail price. iCB will remit the sales tax to the appropriate state, Provincial and local jurisdictions. The IBO may recover the sales tax when he or she makes a sale. iCB IBOs are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. iCB encourages each IBO to consult with a tax advisor for additional information for his or her business.

5.0 PAYMENT OF COMMISSIONS & BONUSES

- 5.1. Bonus and Commission Qualifications A. An IBO must be active and in compliance with iCB Policies and Procedures to qualify for bonuses and commissions. So long as an IBO complies with the Terms of the Agreement, iCB shall pay commissions to such IBO in accordance with the Compensation Plan. B. iCB will not issue a payment to an IBO without the receipt of a completed electronic agreement. C. iCB reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.

5.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and bonuses, an IBO must be in good standing and comply with the Terms of the Agreement and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- B. An iCB IBO must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within 30 days of receipt. After the 30-day “grace period” no additional requests will be considered for commission recalculations.
- C. For additional information on payment of commissions, please review the Compensation Plan.

5.3 Adjustments to Bonuses and Commissions for Returned Products or IBO Memberships.

- A. An IBO receives bonuses and commissions based on the actual sales of products and services to end consumers and to IBOs through product and service purchases. When a product or service is returned to iCB for a refund from the end consumer or by an IBO, the bonuses and commissions attributable to the returned product or service will be deducted from the IBO who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- B. In the event that an IBO terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by iCB, the remainder of the outstanding balance may be offset against any other amounts that may be owed by iCB to the terminated IBO.

6.0 REFUND POLICY

iCB Home Clinic Return/Money Back Guarantee Policy:

- 30 Day Money Back Guarantee
- 30 days from delivery acceptance from carrier.
- Customer must notify iCB by phone or email 30 days from delivery, or sooner if they would like to use our Return/Money Back Guarantee.
- Customer must use original packaging to return product.
- The machine, power cord, loop and therapy mat attachments must be returned in “like new” condition. (Scratches, rips, tears, abuse, stains, or missing items are subject to fees and charges and will be charged to the Return Invoice)
- Any repairs or replacements will be charged toward the Return Invoice.
- A 15% restocking fee will be charged to the Return Invoice.
- The customer is responsible for packing, shipping and insuring of all components back to the manufacturer. Please send signature required to prove delivery. Lost, damaged, or stolen shipments are the responsibility of the shipper/customer and the Return/Money Back Guarantee will be voided upon such circumstances.
- Upon receipt of returned unit, an inspection and verification from home office will be completed a Return Invoice will be created and itemized.
- Funds owed to customer will be sent out within 14-business days.
- iCB does not guarantee results of any kind. There are no time extensions to this policy.

7.0 PRIVACY POLICY

7.1 Introduction

This Privacy Policy is to ensure that all Customers and IBOs understand and adhere to the basic principles of confidentiality.

7.2 Expectation of Privacy

- A. iCB recognizes and respects the importance its Customers and IBOs place on the privacy of their financial and personal information. iCB will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers’, and IBO’s financial and account information and nonpublic personal information.
- B. By entering into the IBO Agreement, an IBO authorizes iCB to disclose his or her name and contact information to upline IBOs solely for activities related to the furtherance of the iCB business. An IBO hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the iCB business.

7.3 Employee Access to Information

iCB limits the number of employees who have access to Customer’s and IBO’s nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

- A. iCB will not share non-public personal information or financial information about current or former Customers or IBOs with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customer’s, or IBO’s interests or to enforce its rights or obligations under these Policies and Procedures, or IBO’s Agreement or with written permission from the accountholder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

A. By agreeing to the iCB IBO Agreement, the IBO acknowledges that Business Reports, lists of Customer and IBO names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by iCB pertaining to the business of iCB (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to iCB.

8.2 Obligation of Confidentiality

A. During the Term of the iCB IBO Agreement and for a period of five (2) years after the termination or expiration of the IBO Agreement between the IBO and iCB, the IBO shall not;

- I. Use the information in the Reports to compete with iCB or for any purpose other than promoting his or her iCB business;
- II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

A. The IBO acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to iCB and to independent iCB businesses. iCB and its IBOs will be entitled to injunctive relief or to recover damages against any IBO who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs and expenses.

8.4 Return of Materials

A. Upon demand by iCB, any current or former IBO will return the original and all copies of all "Reports" to iCB together with any iCB confidential information in such person's possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products

A. An iCB IBO may not re-label, re-package, refill, or alter labels of any iCB product, or service, information, materials or program(s) in any way. iCB products and services must only be sold in their original containers from iCB. Such re-labeling or re-packaging violates Federal, and State and Provincial laws, which may result in criminal or civil penalties or liability.

B. An iCB IBO shall not cause any iCB product or service or any iCB trade name to be sold or displayed in retail establishments except;

I. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons);

II. Where the retail establishment is owned or managed by the IBO and the store does not exceed \$1 million in annual gross revenue, and there are 5 or fewer stores under common ownership of management.

C. iCB will permit IBOs to solicit and make Commercial Sales upon prior written approval from iCB. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of;

I. iCB products that equal or exceed \$21,000 in a single order;

II. Products sold to a third party who intends to resell the products to an end consumer.

D. An IBO may sell iCB products and services and display the iCB trade name at any appropriate display booth (such as trade shows).
E. iCB reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the iCB opportunity.

9.2 Use of Company Names and Protected Materials

A. An iCB IBO must safeguard and promote the good reputation of iCB and the products and services it markets. The marketing and promotion of iCB, the iCB opportunity, the Compensation Plan, and iCB products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.

B. All promotional materials supplied or created by iCB must be used in their original form and cannot be changed, amended or altered except with prior written approval from the iCB Compliance Department.

C. The name of iCB, each of its product and service names and other names that have been adopted by iCB in connection with its business are proprietary trade names, trademarks and service marks of iCB. As such, these marks are of great value to iCB and are supplied to IBOs for their use only in an expressly authorized manner.

D. An iCB IBO's use of the name "iCB" is restricted to protect iCB proprietary rights, ensuring that the iCB protected names will not be lost or compromised by unauthorized use. Use of the iCB name on any item not produced by iCB is prohibited except as follows:

I. [IBO's name] Independent iCB IBO

II. [IBO's name] Independent IBO of iCB products and services.

E. Further procedures relating to the use of the iCB name are as follows:

I. All stationary (i.e. letterhead, envelopes, and business cards) bearing the iCB name or logo intended for use by the IBO must be approved in writing by the iCB Compliance Department. info@pemf.us

II. iCB IBOs may list "Independent iCB IBO" in the white pages of the telephone directory under his or her own name.

III. iCB IBOs may not use the name iCB or iCB in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent iCB IBO."

F. Certain photos and graphic images used by iCB in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to IBOs. If an IBO wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

G. An iCB IBO shall not appear on or make use of television or radio or make use of any other media to promote or discuss iCB or its programs, products or services without prior written permission from the iCB Compliance Department.

H. An IBO may not produce for sale or distribution any Company event or speech, nor may an IBO reproduce iCB audio or video clips for sale or for personal use without prior written permission from the iCB Compliance Department.

I. iCB reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected IBO.

J. An IBO shall not promote non-iCB products or services in conjunction with iCB products or services on the same websites or same advertisement without prior approval from iCB Compliance.

K. In December 2009, the FTC released Guidelines Concerning the Use of Endorsements and Testimonials in Advertising. The guidelines make clear that any IBO who provides a testimonial or endorsement about their experience with iCB products will be viewed as a statement from the company. Therefore, Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by iCB may not be made except those contained in official iCB literature. In particular, no IBO may make any claim that iCB products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate iCB policies, but also they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

L. An IBO may not make any claims regarding products or services of any products offered by iCB, except those contained in official iCB literature.

9.3 Faxes and E-mail - Limitations

A. Except as provided in this section, an IBO may not use or transmit unsolicited faxes, email, mass email distribution, or "spamming" that advertises or promotes the operation of his or her iCB business. The exceptions are;

I. Faxes or e-mailing any person who has given prior permission or invitation;

II. Faxing or e-mailing any person with whom the IBO has established a prior business or personal relationship.

B. In all States, Provinces or Territories where prohibited by law, an IBO may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

C. All faxes, e-mail or computer broadcasted documents subject to this provision shall include each of the following;

I. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;

II. A clear return path or routing information;

III. The use of legal and proper domain name;

IV. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;

V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;

VI. The true and correct name of the sender, valid senders fax or e-mail address, and a valid sender physical address;

VII. The date and time of the transmission;

VIII. Upon notification by recipient of his or her request not to receive further faxed or emailed documents, an iCB IBO shall not transmit any further documents to that recipient.

D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following;

I. Use of any third party domain name without permission;

II. Sexually explicit materials.

9.4 Internet and Third-Party Website Restrictions A. An IBO may not use or attempt to register any of iCB 's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs. B. An iCB IBO may not sell iCB products, services or offer the Business Opportunity using "online auctions," such as eBay®, Amazon or other external retail websites.

C. All IBOs may have one (1) Approved third-party website. A third-party website is an iCB approved personal website that is hosted on non- iCB servers and has no affiliation with iCB. Any IBO who wishes to develop their own third-party website must submit a properly completed third-party website Application and Agreement along with the proper Website registration fee and receive iCB's prior written approval before going live with their thirdparty website. Third-party websites may be used to promote your business and iCB's products so long as the third-party website adheres to iCB's advertising policies. Moreover, no orders may be placed through third-party websites, and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following: a. Identify yourself as an IBO for iCB; b. Use only the approved images and wording authorized by iCB; c. Adhere to the branding, trademark, and image usage policies described in this document. d. Adhere to any other provision regarding the use of a third-party website described in this document; e. Agree to give the Compliance Department at iCB access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access. f. Agree to modify your website to comply with current or future iCB policies. D. All marketing materials used on an IBO's third-party website must be provided by iCB or approved in writing by iCB. E. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website: 1. The iCB IBO Logo 2. Your Name and Title 3. iCB Corporate Website Redirect Button F. An IBO may not use third-party sites that contain materials copied from corporate sources (such as iCB brochures, CDs, videos, tapes, events, presentations, and corporate websites). This Policy ensures brand consistency, allows Customers and IBOs to stay up-to-date with changing products, services and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations. G. an iCB IBO who currently qualifies at the rank of Circle of Champions may apply to the Compliance Department for an exception to the third-party website policy. To qualify for an exception, the website must serve a unique market that the iCB corporate site does not currently serve or intend to serve. H. iCB products may be displayed with other products or services on an IBO's third-party website so long as the other products and services are consistent with iCB values and are not marketed or sold by a competing network-marketing company.

I. If the independent iCB business of an IBO who has received authorization to create and post an third-party website is voluntarily or involuntarily canceled for any reason, or if iCB revokes its authorization allowing the IBO to maintain a third-party website, the IBO shall assign the URL to his/her third-party website to the iCB within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the iCB. iCB reserves the right to revoke any IBO's right to use a third-party website at any time if iCB believes that such revocation is in the best interest of iCB, its IBOs, and Customers. Decisions and corrective actions in this area are at iCB's sole discretion. J. Social Media sites may not be used to sell or offer to sell iCB products or services. PROFILES AN IBO GENERATES IN ANY SOCIAL COMMUNITY WHERE iCB IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE IBO AS an iCB IBO, and when an IBO participates in those communities, IBOs must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at iCB's sole discretion, and offending IBOs will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the iCB approved library. If a link is provided, it must link to the posting IBO's Replicated website or an approved third-party website. K. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending IBOs will be subject to disciplinary action. L. IBOs may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments IBOs create or leave must be useful, unique, relevant and specific to the blog's article. M. IBOs must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent IBO for iCB. Anonymous postings or use of an alias is prohibited. N. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the iCB income opportunity, iCB's products and services, and/or your biographical information and credentials. O. IBOs are personally responsible for their postings and all other online activity that relates to iCB. Therefore, even if an IBO does not own or operate a blog or Social Media site, if an IBO posts to any such site that relates to iCB or which can be traced to iCB, the IBO is responsible for the posting. IBOs are also responsible for postings which occur on any blog or Social Media site that the IBO owns, operates, or controls. P. As an iCB IBO, it is important to not converse with any person who places a negative post against you, other IBOs, or iCB. Report negative posts to iCB at info@pemf.us responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as iCB, and therefore damages the reputation and goodwill of iCB. Q. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, iCB therefore reserves the sole and exclusive

right to classify certain Social Media sites as third-party websites and require that IBOs using, or who wish to use, such sites adhere to the iCB's policies relating to third-party websites. R. If your iCB business is cancelled for any reason, you must discontinue using the iCB name, and all of iCB's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent iCB IBO, you must conspicuously disclose that you are no longer an independent iCB IBO. S. Failure to comply with these Policies for conducting business online may result in the IBO losing their right to advertise and market iCB products, services and iCB's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

9.5 Advertising and Promotional Materials

- A. You may not advertise any iCB products or services at a price LESS than the highest company published, established retail price of ONE offering of the iCB product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the iCB Compliance Department.
- D. All requests for approvals with respect to advertising must be directed in writing to the iCB Compliance Department.
- E. iCB approval is not required to place blind ads that do not mention iCB, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- F. All such materials, and any subsequent changes thereto shall be submitted to the iCB Compliance Department for approval.
- I. IBOs are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or websites.
- G. iCB reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected IBO.

9.6 Testimonial Permission

- A. By agreeing to the iCB IBO Agreement, an IBO gives iCB permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the iCB Business Opportunity, an IBO waives any right to be compensated for the use of his or her testimonial or image and likeness even though iCB may be paid for items or sales materials containing such image and likeness. In some cases, an IBO's testimonial may appear in another IBO's advertising materials. If an IBO does not wish to participate in iCB sales and marketing materials, he or she should provide a written notice to the iCB Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

9.7 Telemarketing - Limitations

- A. An iCB IBO must not engage in telemarketing in relation to the operation of the IBO's iCB business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of iCB products or services, or to recruit them for the iCB opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both Federal agencies, as well as a number of States have "do not call" regulations as part of their telemarketing laws.
- C. While an IBO may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the IBO to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
- D. "Cold calls" or "state-to-state calls" made to prospective Customers, or IBOs that promote either iCB products, services or the iCB opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

An iCB IBO may place telephone calls to prospective Customers, or IBOs under the following limited situations; I. If the IBO has an established business relationship with the prospect;

II. In response to the prospect's personal inquiry or application regarding a product or service offered by the iCB IBO, within 3 months immediately before the date of such a call; III. If the IBO receives written and signed permission from the prospect authorizing the IBO to call; IV. If the call is to family members, personal friends, and acquaintances. However, if an IBO makes a

habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;

- V. iCB IBOs engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.
- F. An IBO shall not use automatic telephone dialing systems in the operation of his or her iCB businesses.
- G. Failure to abide by iCB policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the IBO’s position, up to and including termination of the position.
- H. By signing the IBO Agreement, or by accepting commission checks, other payments or awards from iCB, an IBO gives permission to iCB and other IBOs to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event an IBO violates this section, iCB reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

- A. an iCB IBO is authorized to sell iCB products and services, to Customers and IBOs only in the countries in which iCB is authorized to conduct business, according to the Policies and Procedures of each country. iCB IBOs may not sell products or services in any country where iCB products and services have not received applicable government authorization or approval.
- B. An IBO may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or IBOs, nor conduct any other activity for the purpose of selling iCB products and services, establishing a sales organization, or promoting the iCB business opportunity.

11.0 CHANGES TO AN IBO BUSINESS

11.1 Modification of the IBO Agreement

- A. An iCB IBO may modify his or her existing IBO Agreement (i.e., change a social security number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the IBO) by submitting a written request, accompanied by a new IBO Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Active IBOs

- A. Maintaining the integrity of the organizational structure is mandatory for the success of iCB and our independent IBOs. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first 72 hours of initial enrollment as an IBO. Furthermore, such changes may only occur within the same organization.
- B. Sponsors may make “Placement changes” from one IBO to another for personally Sponsored (frontline) IBOs during the first 72 hours of enrollment.
- C. New IBOs or their original Sponsor may request a change of Sponsor or Placement within the first 72 hours of enrollment for the purpose of structuring an organization. The new IBO Agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. To change or correct the Sponsor, an IBO must comply with following procedures;
 - I. Submit a Sponsor Transfer Form;
 - E. Upon approval, the IBO’s downline, if any, will transfer with the IBO.
 - F. After the first 72 hours from initial enrollment, iCB will honor the Sponsor/Placement as shown:
 - I. On the most recently signed IBO Agreement on file; or
 - II. Self-enrolled on the website (i.e., electronically signed Web Agreement).
- G. iCB retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive IBOs

- A. At the discretion of iCB, IBOs who have not ordered products or services for at least 12 months, and who have not tendered a letter of resignation, are eligible to re-enroll in iCB under the Sponsor/Placement of their choice.
- B. Upon written notice to iCB that a former IBO wishes to re-enroll, iCB will “compress” (close) the original account. A new iCB ID number will then be issued to the former IBO.
- C. Such IBO does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- D. iCB reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

- A. If an iCB IBO wishes to transfer organizations, he or she must submit a letter of resignation to the iCB Customer Service Department and remain inactive (place no orders) with or in iCB for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- B. iCB retains the right to approve or deny any request to re-enroll after an IBO's resignation.
- C. If re-enrollment is approved, the former IBO will be issued a new iCB ID number and will be required to submit a new IBO Agreement. The IBO will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization. Unethical Sponsoring A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new IBO from another IBO or influencing another IBO to transfer to a different sponsor. B. Allegations of unethical sponsoring must be reported in writing to the iCB Compliance Department within the first 90 days of enrollment. If the reports are substantiated, iCB may transfer the IBO or the IBO's downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement IBOs. iCB remains the final authority in such cases. C. iCB prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the iCB compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline IBO in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved. D. Should IBOs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute iCB products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an IBO alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, iCB will not pay any of IBO's defense costs or legal fees, nor will iCB indemnify the IBO for any judgment, award, or settlement.

11.6 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for iCB to place restrictions on the transfer, assignment, or sale of a position.
- B. An iCB IBO may not sell or assign his or her rights or delegate his or her position as an IBO without prior written approval by iCB, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of iCB.
- C. Should the sale be approved by iCB, the Buyer assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Seller's Downline.
- D. To request corporate authorization for a sale or transfer of an iCB position, the following items must be submitted to the iCB Compliance Department; I. A Sale/Transfer of Position Form properly completed, with the requisite signatures. II. A copy of the Sales Agreement signed and dated by both Buyer and Seller. III. An iCB IBO Agreement completed and signed by the Buyer; IV. Payment of the \$100 administration fee; V. Any additional supporting documentation requested by iCB.
- E. Any debt obligations that either Seller or Buyer may have with iCB must be satisfied prior to the approval of the sale or transfer by iCB. E. An iCB IBO who sells his or her position is not eligible to re-enroll as an iCB IBO in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating an iCB Business

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation; I. One of the parties may, with the written consent of the other(s), operate the iCB business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize iCB to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee; II. The parties may continue to operate the iCB business jointly on a "business as usual" basis, whereupon all compensation paid by iCB will be paid in the name designated as the IBOs or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, iCB will pay compensation to the name on record and in such event, the IBO named on the account shall indemnify iCB from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- B. iCB recognizes only one Downline organization and will issue only one commission check per iCB business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will iCB split commission and/or bonus checks.
- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished ("Relinquishing Party"), in writing, all rights to the original iCB business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her

choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any IBO or active Customer in the former organization, and must develop a new business in the same manner as any other new iCB IBO. An IBO in the Relinquishing Party's former Downline who wishes to transfer to the Relinquishing Party's new organization or to any other organization, must comply with the requirements in Section 13.5.

11.8 Succession

A. Upon the death or incapacity of an IBO, the IBO's business may be passed on to his or her legal successors in interest (successor). Whenever an iCB business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased IBO's sales organization. The successor must: I. Complete and sign a new iCB IBO Agreement; II. Comply with the Terms and provisions of the IBO Agreement; and

III. Meet all of the qualifications for the last rank achieved by the former IBO.

B. Bonus and commission checks of an iCB business transferred based on this section will be paid in a single check to the successor. The successor must provide iCB with an "address of record" to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.

C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. iCB will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.

D. Appropriate legal documentation must be submitted to iCB Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of an iCB business, the successor must provide the following to iCB Compliance Department; I. A certified copy of the death certificate; and

II. A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the iCB business.

E. To complete a transfer of the iCB business because of incapacity, the successor must provide the following to the iCB Compliance Department; I. A notarized copy of an appointment as trustee; II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the iCB business; and

III. A completed IBO Agreement executed by the trustee.

F. If the successor is already an existing IBO, iCB will allow such IBO to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the 6month period, the IBO must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.

G. If the successor wishes to terminate the iCB position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.

H. Upon written request, iCB may grant a 1 month bereavement waiver and pay out at the last "paid as" rank.

11.9 Resignation/Voluntary Termination

A. An IBO may immediately terminate his or her position by submitting a written notice or email to the iCB Compliance Department at compliance@icbhq.com. The written notice must include the following; I. The IBO's intent to resign; II. Date of resignation; III. iCB Identification Number; IV. Reason for resigning; and V. Signature.

B. An iCB IBO may not use resignation as a way to immediately change Sponsor and Placement. Instead, the IBO who has voluntarily resigned is not eligible to reapply for a position or have any financial interest in a or any iCB business for 6 months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

A. iCB reserves the right to terminate an IBO's position for, but not limited to, the following reasons; I. Violation of any Terms or Conditions of the IBO Agreement; II. Violation of any provision in these Policies and Procedures; III. Violation of any provision in the Compensation Plan; IV. Violation of any applicable law, ordinance, or regulation regarding the iCB business; V. Engaging in unethical business practices or violating standards of fair dealing; or

VI. Returning over \$7000 worth of products, services and/or sales tools for a refund within a 12 month period.

B. iCB will notify the IBO in writing by certified mail, return receipt requested or overnight documented mail, at his or her last known address of its intent to terminate the IBO's position and the reasons for termination. The IBO will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. iCB will then have 30 calendar days from the date of receipt of the IBO's response to render a final decision as to termination.

C. If a decision is made by iCB to terminate the IBO's position, iCB will inform the IBO in writing that the position is terminated effective as of the date of the written notification.

D. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by iCB. The former IBO shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any iCB products or services. iCB will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated IBO will “roll up” to the active Upline Sponsor on record.

E. The iCB IBO who is involuntarily terminated by iCB may not reapply for a position, either under his or her present name or any other name or entity, without the express written consent of an officer of iCB, following a review by the iCB Compliance Committee. In any event, such IBO may not re-apply for a position for 12 months from the date of termination.

11.11 Effect of Cancellation

A. Following an IBO’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such IBO: I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the IBO’s former organization or any other payments in association with the IBO’s former independent position; II. Effectively waives any and all claims to property rights or any interest in or to the IBO’s former Downline organization;

III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to iCB.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action - Purpose

A. It is the spirit of iCB that integrity and fairness should pervade among its IBOs, thereby providing everyone with an equal opportunity to build a successful business. Therefore, iCB reserves the right to impose disciplinary sanctions at any time, when it has determined that an IBO has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by iCB.

12.2 Consequences and Remedies of Breach

A. Disciplinary actions may include one or more of the following:

I. Monitoring an IBO’s conduct over a specified period of time to assure compliance; II. Issuance of a written warning or requiring the IBO to take immediate corrective action; III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until iCB receives adequate additional assurances from the IBO to ensure future compliance; IV. Suspension from participation in Company or IBO events, rewards, or recognition; V. Suspension of the iCB IBO Agreement and position for one or more pay periods; VI. Involuntary termination of the IBO’s Agreement and position; VII. Any other measure which iCB deems feasible and appropriate to justly resolve injuries caused by the IBO’s Policy violation or contractual breach; OR

VIII. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

A. If an iCB IBO has a grievance or complaint against another IBO regarding any practice or conduct relating to their respective iCB businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the iCB Compliance Department as outlined below in this Section.

B. The iCB Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the IBOs involved.

C. iCB will confine its involvement to disputes regarding iCB business matters only. iCB will not decide issues that involve personality conflicts or unprofessional conduct by or between IBOs outside the context of an iCB business. These issues go beyond the scope of iCB and may not be used to justify a Sponsor or Placement change or a transfer to another iCB organization.

D. iCB does not consider, enforce, or mediate third party agreements between IBOs, nor does it provide names, funding, or advice for obtaining outside legal counsel.

E. Process for Grievances:

I. The iCB IBO should submit a letter of complaint (e-mail will be accepted) directly to the iCB Compliance Department. The letter shall set forth the details of the incident as follows;

a. The nature of the violation; b. Specific facts to support the allegations; c. Dates; d. Number of occurrences; e. Persons involved; and f. Supporting documentation.

II. Upon receipt of the written complaint, iCB will conduct an investigation according to the following procedures;

a. The Compliance Department will send an acknowledgment of receipt to the complaining IBO. The Compliance Department will provide a verbal or written notice of the allegation to the IBO under investigation. If a written notice is sent to the IBO, he or she will

have 10 business days from the date of the notification letter to present all information relating to the incident for review by iCB c. The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary. d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. IBO calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

E. iCB will make a final decision and timely notify the iCB IBOs involved.

13.2 Arbitration

A. Any controversy or claim arising out of or relating to the iCB IBO agreement, these Policies and Procedures, or the breach thereof, the IBO’s business or any dispute between iCB and the IBO, shall be settled by binding and confidential 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. Any such arbitration shall be held in Melissa, Texas. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.

B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.

C. This agreement to arbitration shall survive any termination or expiration of the IBO agreement.

D. Nothing in these Policies and Procedures shall prevent iCB from applying for or 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 iCB interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

E. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

F. These Policies and Procedures and any arbitration involving an IBO and iCB shall be governed by and construed in accordance with the laws of the state of Texas, without reference to its principles of conflict of laws.

13.3 Severability

A. If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

13.4 Waiver

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

B. The existence of any claim or cause of action of an IBO against iCB shall not constitute a defense to iCB 's enforcement of any term or provision of these Policies and Procedures.

13.5 Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.0 GOVERNING LAW These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Iowa and the exclusive jurisdiction of the United States courts.

15.0 iCB GLOSSARY OF TERMS

ACTIVE IBO: An IBO who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each IBO; includes the IBO Agreement, the iCB Policies and Procedures, and the iCB Compensation Plan, all in their current form and as amended by iCB in its sole discretion. These documents are collectively referred to as the “Agreement.”

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

COMPENSATION PLAN: The guidelines and referenced literature for describing how IBOs can generate commissions and bonuses.

CUSTOMER: A Customer who purchases iCB products and does not engage in building a business or retailing product.

IBO: An individual who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by iCB that provides critical data relating to the identities of IBOs, sales information, and enrollment activity of each IBO's organization. This report contains confidential and trade secret information which is proprietary to iCB.

ORGANIZATION: The Customers and IBOs placed below a particular IBO.

OFFICIAL iCB MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by iCB to IBOs.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of iCB's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another iCB IBO or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labelling has not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current iCB labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: An IBO who enrolls a Customer, Retailer, or another IBO into the Company, and is listed as the Sponsor on the IBO Agreement. The act of enrolling others and training them to become IBOs is called "sponsoring."

UPLINE: This term refers to the IBO or IBOs above a particular IBO in a sponsorship line up to the Company. It is the line of sponsors that links any particular IBO to the Company.