

POLICIES AND PROCEDURES

1. INTRODUCTION

1.1. POLICIES AND COMPENSATION PLAN INCORPORATED INTO MEMBER AGREEMENT

These Policies and Procedures, in their present form and as amended at the sole discretion of AEPIC GLOBAL, LLC (hereafter “AEPIC GLOBAL” or the “Company”), are incorporated into, and form an integral part of the AEPIC GLOBAL Member Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the AEPIC GLOBAL Member Application and Agreement, these Policies and Procedures, the AEPIC GLOBAL Compensation Plan and the Preferred Customer Agreement (if applicable). These documents are incorporated by reference into the AEPIC GLOBAL Member Agreement (all in their current form and as amended by AEPIC GLOBAL). It is the responsibility of each Member to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Member, it is the responsibility of the sponsoring Member to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures and the AEPIC GLOBAL Compensation Plan prior to his or her execution of the Member Agreement.

1.2. PURPOSE OF POLICIES

AEPIC GLOBAL is a direct sales Company that markets its products through Members. It is important to understand that the success of all Members depends on the integrity of the men and women who market our products. To clearly define the relationship that exists between Members and AEPIC GLOBAL, and to explicitly set a standard for acceptable business conduct, AEPIC GLOBAL has established the Agreement. AEPIC GLOBAL Members are required to comply with all of the Terms and Conditions set forth in the Agreement, as well as all laws governing their AEPIC GLOBAL business and their conduct. Because Members may be unfamiliar with many of these standards of practice, it is very important that they read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between the Member, as an independent contractor and the Company. If there are questions regarding any policy or rule, do not hesitate to seek an answer from AEPIC GLOBAL.

1.3. CHANGES TO THE AGREEMENT

Because laws, as well as the business environment, periodically change, AEPIC GLOBAL reserves the right to amend the Agreement and its prices at its sole and absolute discretion. Amendments shall be effective upon publication of notice that the Agreement has been modified. Notification of amendments shall be published by one or more of the following methods: a. Posting on the Company’s official website; or b. Electronic mail (email). The continuation of a Member’s AEPIC GLOBAL business or a Member’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4. DELAYS

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

1.5. POLICIES AND PROVISIONS SEVERABLE

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

1.6. WAIVER

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

2. BECOMING AN MEMBER

2.1. REQUIREMENTS TO BECOME A MEMBER

To become an AEPIC GLOBAL Member, each applicant must: a. Be of the age of majority; b. Reside in or have a legal ship-to address in the United States, a U.S. territory, or country that AEPIC GLOBAL has officially announced is open for business; c. Have a valid Social Security Number, Tax ID or EIN (Employer Identification Number) for the United States, U.S. territory; or a government issued identification number wherever applicable in other countries; d. Submit a properly completed New Member Application and Agreement along with any applicable fee to AEPIC GLOBAL either in hard copy or online format; e. Must be approved by the Company.

2.2. REQUIREMENTS TO BECOME A MEMBER AS A BUSINESS ENTITY

To become an AEPIC GLOBAL Member, as a business entity, each applicant must: a. Be of the age of majority; b. Reside in or have a legal ship-to address in the United States, a U.S. territory, or country that AEPIC GLOBAL has officially announced is open for business; c. Submit a Valid EIN (Employer Identification Number) for the United States, U.S. territory or government issued identification number wherever applicable in other countries; d. Submit the Articles of Incorporation, Certificate of Incorporation, Form 990 for Nonprofit Organizations or Partnership Agreement. e. Submit a properly completed New Member Application and Agreement along with any applicable fee to AEPIC GLOBAL either in hard copy or online format; f. Must be approved by the Company.

2.2.1 General: To receive commissions or bonuses, Member must complete a W-9 tax form and submit it to the Company. Members without a W-9 tax form on file are subject to temporary bonus and commission withholdings until form is received.

2.3. NO PRODUCT PURCHASE REQUIRED

No person is required to purchase AEPIC GLOBAL Products to become a Member. Only an enrollment fee is required.

2.4. AUTO DELIVERY ORDER

You can choose to have your Auto Delivery Order (ADO) sent on a monthly schedule (every 30 days) to ensure that you maintain your Personal Volume (PV) eligibility for bonuses and commissions. You may opt to amortize your ADO on a two-month schedule (every 60 days); on a three-month schedule (every 90 days); on a six-month schedule (every 180 days); or on an annual basis. BV Requirements for qualified Auto Delivery Orders must equal 50 BV or more and be the equivalent of 50 BV for every month selected. Orders must be paid in advance at the time the ADO is established. One month ADO = 50 BV or higher; Bimonthly ADO = 100 BV or higher; Quarterly ADO = 150 BV or higher; Biannual ADO = 300 BV or higher. Certain packages may qualify for annual ADO. Check current product ordering information for more information.

2.5. INVENTORY AND THE 70 PERCENT RULE

The Company imposes no specific minimum inventory requirement on Members. A Member must use his or her own judgment to determine the amount of inventory needed to sustain the Member's projected personal use. Members are prohibited from ordering and must not attempt to influence any other Member to buy more than a reasonable

amount of inventory. By placing an order, a Member certifies that he or she has consumed at least seventy (70) percent of the Member's total inventory from previous orders.

2.6. MEMBER BENEFITS

Once a Member Application and Agreement has been accepted by AEPIC GLOBAL, the benefits of the Compensation Plan and the Member Agreement are available to the new Member. These benefits include the right to: a. Sell AEPIC GLOBAL Products; b. Participate in the AEPIC GLOBAL Compensation Plan (receive bonuses and commissions, if eligible); c. Sponsor other individuals as Preferred Customers or Members into the AEPIC GLOBAL business and thereby build a marketing organization and progress through the AEPIC GLOBAL Compensation Plan; d. Receive periodic AEPIC GLOBAL literature and other AEPIC GLOBAL communications; e. Participate in AEPIC GLOBAL sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and f. Participate in promotional and incentive contests and programs sponsored by AEPIC GLOBAL.

2.7. TERM AND RENEWAL OF AN AEPIC GLOBAL BUSINESS

The term of the Member Agreement is one year from the date of its acceptance by AEPIC GLOBAL (subject to reclassification for inactivity or cancelation). Members must renew their Member Agreement each year by paying an annual renewal fee on or before the anniversary date of their Member Agreement at the Company's discretion. If the renewal fee is not paid within thirty (30) calendar days after the expiration of the current term of the Member Agreement, commissions will be withheld until renewal fee is paid.

3. OPERATING AN AEPIC GLOBAL BUSINESS

3.1. ADHERENCE TO THE AEPIC GLOBAL COMPENSATION PLAN

Members must adhere to the terms of the AEPIC GLOBAL Compensation Plan.

3.2. ADVERTISING

3.2.1. General: All Members shall safeguard and promote the good reputation of AEPIC GLOBAL and its products. The marketing and promotion of AEPIC GLOBAL, the AEPIC GLOBAL opportunity, the Compensation Plan, and AEPIC GLOBAL products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices. Members must use the sales tools and support materials produced by AEPIC GLOBAL, or materials and sales tools approved by AEPIC GLOBAL, to promote both the products and the business opportunity. AEPIC GLOBAL has carefully designed its products, product labels, compensation plan, and promotional materials to ensure that each aspect of AEPIC GLOBAL is fair, truthful, substantiated, and complies with the vast and complex legal requirements of government laws. Accordingly, Members must submit all written sales tools, promotional materials, advertisements, and other literature to the Company for approval. Members may not use such tools unless written approval is received from AEPIC GLOBAL'S Compliance Department. AEPIC GLOBAL further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Members waive all claims for damages or remuneration arising from or relating to such rescission.

3.2.2. Internet Advertising: Members may use only a Company approved website to promote products or the business opportunity over the Internet. Promoting products or the business opportunity through an unapproved Internet website is strictly prohibited. Members that wish to operate a Company approved website must meet the following criteria: a. Members may not use any keywords or meta tags to advertise any licensed website on the Internet if the search words or meta tags explicitly or implicitly present illegal or unsubstantiated health or income claims; b. Members must obtain written approval from the Company before initiating any sponsored links on Internet search engines to direct Internet traffic to a Company approved website; c. The Company may revoke the approval for any previously approved website at any time and for any reason, including changes to laws and regulations.

Members may promote the business opportunity and products on social networking sites such as "Facebook" and "Twitter," video sites such as "YouTube" and "Google Video" and blogging sites such as "Blogger" (collectively "Social Media Sites"), provided the following conditions are met: a. All text, audio and

video postings do not contain product or income claims. For product information, Members may refer viewers to their AEPIC GLOBAL replicated website, the Company website, or a Company approved website; b. Videos posted to Social Media sites show the text “AEPIC GLOBAL INDEPENDENT MEMBER” for the entirety of the video; and c. Member agrees to immediately remove or modify the Social Media sites upon the Company’s request.

3.2.2.1. Advertising and Selling Price of Products on the Internet: Each Member acknowledges and agrees that the advertising and selling of all products on the Internet may only be done on a Company approved website, and the advertising and selling price of all products on such website must meet the following conditions: a. If sold to a customer, product prices must not be lower than the Company’s suggested retail price, plus reasonable shipping and the amount the Company charges for taxes and handling of the product. In connection with this Section, the Member also agrees that all advertising regarding the price of products will be truthful and will not contain misleading statements (e.g. “lowest price available”, which implies that a Member is able to sell the products at a price lower than other Members, etc.) Member acknowledges and agrees that he or she shall not advertise or sell any product on the Internet which was purchased or provided from another Member. Any violation of this Section by a Member shall constitute a breach of the Contract and will be subject to the breach of Contract procedures set forth herein.

3.2.3. Sales on Online Auction Sites Prohibited: Members may not advertise, promote the sale of, sell or attempt to sell AEPIC GLOBAL products on any online auction or classified ad site including, without limitation, eBay, Craigslist or Amazon. Violation of this policy may result in any of the disciplinary sanctions set forth herein including the involuntary cancelation of the Member Agreement.

3.2.4. Cancelation of a Member’s AEPIC GLOBAL Business: If a Member’s AEPIC GLOBAL business is canceled for any reason, the former Member must discontinue all AEPIC GLOBAL related business activities.

3.2.5. Trademarks and Copyrights: AEPIC GLOBAL will not allow the use of its trade names, trademarks, designs, or symbols by any person, including AEPIC GLOBAL Members, without AEPIC GLOBAL’s prior written permission. Members may not produce for sale or distribution any recorded Company events and speeches without written permission from AEPIC GLOBAL, nor may Members reproduce for sale or for personal use any recording of Company produced audio or video presentations.

3.2.6. Media and Media Inquiries: Members must not attempt to respond to media inquiries regarding AEPIC GLOBAL, its products, or their independent AEPIC GLOBAL business. All inquiries from or by any type of media must be immediately referred to AEPIC GLOBAL’s Compliance Department, by submitting an email to compliance@aepicglobal.com. This policy is designed to ensure that accurate and consistent information is provided to the public as well as a proper public image.

3.2.7. Unsolicited Email, Text, Fax or other Regulated Means of Communication: AEPIC GLOBAL does not permit Members to send unsolicited commercial emails, texts, faxes, etc., unless such communications strictly comply with applicable laws and regulations including, without limitation, the federal CAN-SPAM Act of 2003. Any communication sent by an Independent Member that promotes AEPIC GLOBAL, the AEPIC GLOBAL opportunity, or AEPIC GLOBAL products must comply with the following: a. There must be a functioning “opt-out” notice, a return email address and phone number of the sender; b. There must be a notice in the communication that advises the recipient that he or she may reply to the communication via the functioning return method, to request that future solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice); c. The communication must clearly and conspicuously disclose that the message is an advertisement or solicitation; d. The use of deceptive subject lines and/or false header information is prohibited; e. All opt-out requests, whether received by email or regular mail, must be honored. AEPIC GLOBAL, as part of the sales funnel, may periodically send communications on behalf of Members. By entering into the Member Agreement, Member agrees that the Company may send such communications and that the Member’s contact information can be included in such communications.

If a Member receives an opt-out request from a Company-initiated communication, the Member must forward the opt-out request to the Company.

3.3. BONUS BUYING PROHIBITED

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 a Member Application and Agreement by such individuals or entities; b. The fraudulent enrollment of an individual or entity as a Member or Preferred Customer; c. The enrollment or attempted enrollment of non-existent individuals or entities as Members or Preferred Customers (“phantoms”); d. Purchasing AEPIC GLOBAL products on behalf of another Member or Preferred Customer, or under another Member’s or Preferred Customer’s identification number, to qualify for commissions or bonuses; e. Purchasing excessive amounts of goods that cannot reasonably be used or resold in a year; 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 purchases by end userconsumers.

3.4. BUSINESS ENTITIES

A Corporation, Partnership or Nonprofit Organization (collectively referred to in this section as a “Business Entity”) may apply to be an AEPIC GLOBAL Member by submitting its Articles of Incorporation, Certificate of Incorporation, Form 990 for Nonprofit Organizations or Partnership Agreement (these documents are collectively referred to as the “Entity Documents”) to AEPIC GLOBAL, along with a properly completed Member form.

3.4.1. Changes to a Business Entity: An AEPIC GLOBAL Business Entity may change its status under the same sponsor from an individual to a Corporation, Partnership, Nonprofit Organization, or from one type of entity to another. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Member Application and Agreement. The Member form must be signed by all the shareholders, partners or trustees.

Members of the entity are jointly and severally liable for any indebtedness or other obligation to AEPIC GLOBAL. To prevent the circumvention of the section regarding transfers and assignments of AEPIC GLOBAL business, if an additional partner, shareholder, member, or other business entity affiliate is added to a business entity, the original applicant must remain as a party to the original Member Application and Agreement. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. AEPIC GLOBAL may, at its discretion, require notarized documents before implementing any changes to an AEPIC GLOBAL business. Please allow thirty (30) days after the receipt of the request by AEPIC GLOBAL for processing. It is at AEPIC GLOBAL’s sole discretion whether the requested change will be implemented.

3.5. CHANGE OF SPONSOR OR PLACEMENT

To protect the integrity of all marketing organizations and safeguard the hard work of all Members, AEPIC GLOBAL strongly discourages changes in sponsorship or placement. Maintaining the integrity of sponsorship is critical for the success of every Member and marketing organization. Accordingly, the transfer of an AEPIC GLOBAL business from one sponsor to another, or change in placement is rarely permitted.

3.5.1. Sponsorship Misrepresentation: In cases in which the new Member is sponsored by someone other than the individual he or she was led to believe would be his or her sponsor, a Member may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within three (3) business days from the date of enrollment. The Member requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is at AEPIC GLOBAL’s sole discretion whether the requested change will be implemented.

3.5.2. Misplacement: In those instances in which a new Member is placed in a location in the Placement Tree structure that is different than his or her sponsor intended (e.g., the new Member was intended to be placed on the Left but was misplaced on the Right), the sponsor may request that he or she be placed in the correct location. Such a request for transfer pursuant to this policy, must be made within three (3) business days from the date of enrollment. It is at AEPIC GLOBAL's sole discretion whether the requested change will be implemented. If the sponsor intentionally misplaces the Member, the sponsor can be immediately terminated or suspended at the sole discretion of AEPIC GLOBAL.

3.5.3. Line Switching, Cross-Sponsoring and Enticement: Members agree that maintaining the integrity of the line of sponsorship in a Membership and Preferred Customer organization is fundamental to network marketing. Accordingly, the Member agrees to not engage in line switching, cross-sponsoring and/or enticement.

Line Switching means applying for and becoming a Member: a. When already a Member or Preferred Customer; b. When holding a beneficial interest in another Membership; and/or c. When less than six (6) months have passed since having been a Member or having held a beneficial interest in another Member; distributorship. Cross-sponsoring means the enrollment of another Member or Preferred Customer (including a Member or Preferred Customer whose Agreement was terminated within the preceding six (6) months or has sponsored or purchased product in the preceding six (6) months) to a different line of sponsorship. Enticement means soliciting, encouraging, offering benefits, or in any way aiding another Member or Preferred Customer to line switch and/or Members shall not use a spouse's or relative's name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious ID numbers to circumvent this policy. Because line switching, cross-sponsoring and enticement can be detrimental to everyone involved, any Member who believes, or has reason to believe that another Member is in violation of this policy, the Member has an affirmative obligation to notify AEPIC GLOBAL of such violation as soon as reasonably possible.

Should any Member breach these covenants, AEPIC GLOBAL may take any or all of the following actions: a. Termination of the Member Agreement of the Member(s) in breach; b. Terminate the Member Agreement(s) of the Member(s) enrolled as a result of line switching. AEPIC GLOBAL is under no obligation to allow any move(s). The ultimate disposition of the organization remains within the sole discretion of Members in violation of this policy. Members waive all claims against AEPIC GLOBAL that arise from or relate to the disposition of such.

3.5.4. Transfer Sponsorship: The Member seeking to transfer sponsorship needs to submit a properly completed and fully executed Sponsorship Transfer Form which includes the signed approval of all parties (up to seven (7) levels) whose income will be affected by the transfer. Photocopied or facsimile signatures are not acceptable. The Member who requests the transfer must submit a fee of \$150.00 for administrative charges and data processing. If the transferring Member also wants to move any of the Members in his or her marketing organization, each downline Member must also obtain a properly completed Sponsorship Transfer Form and return it to AEPIC GLOBAL with the \$150.00 change fee (i.e., the transferring Member and each Member in his or her marketing organization multiplied by \$150.00 is the cost to move an AEPIC GLOBAL business). Downline Members will not be moved with the transferring Member unless all of the requirements of this paragraph are met. Transferring Members must allow thirty (30) calendar days after the receipt of the Sponsorship Transfer Forms by AEPIC GLOBAL for processing and verifying change requests. In cases wherein the appropriate sponsorship change procedures have not been followed and a downline organization has been developed in the second business by a Member, AEPIC GLOBAL reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, Members waive any and all claims against AEPIC GLOBAL that relate to or arise from AEPIC GLOBAL's decision regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.

3.5.5. Cancellation and Re-Application: A Member may legitimately change organizations by voluntarily canceling his or her AEPIC GLOBAL Member Agreement and remaining inactive for six (6) full calendar months. During the six (6) month period of inactivity, the former Member may not participate in any form of Member activity including, but not limited to: a. Purchasing AEPIC GLOBAL products for resale; b. Selling AEPIC GLOBAL products; c. Sponsoring other AEPIC GLOBAL Members; d. Attending any AEPIC GLOBAL functions; e. Attending any AEPIC GLOBAL related functions sponsored by AEPIC GLOBAL Members; f. Operating or assisting in the operation of an AEPIC GLOBAL Member's AEPIC GLOBAL business; g. Performing any activity or function that is normally performed by an AEPIC GLOBAL Member or such Member's employees; h. Or any other activity that in the sole discretion of the Company constitutes a meaningful promotion of the AEPIC GLOBAL business.

Following the six (6) month period of inactivity, the former Member may reapply under a new sponsor, however, AEPIC GLOBAL may, at its discretion, accept or deny the application. The former Member's downline will remain in their original line of sponsorship. Any attempt to cross-recruit may result in disciplinary action.

3.6. UNAUTHORIZED CLAIMS AND ACTIONS

3.6.1. Indemnification: A Member is fully responsible for all of his or her verbal and written statements made regarding AEPIC GLOBAL products and the Compensation Plan which are not expressly contained in official AEPIC GLOBAL materials. Members agree to indemnify AEPIC GLOBAL and AEPIC GLOBAL's directors, officers, employees, and agents, and hold them harmless from any and all liability and/or loss (whether direct or indirect, consequential or economic loss) including judgments, civil and/or criminal penalties, damages, refunds, legal advice fees, court costs, or lost business incurred by or imposed on AEPIC GLOBAL as a result of the Member's unauthorized representations or actions. This provision shall survive the termination of the Member Agreement.

3.6.2. Product Claims: No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by AEPIC GLOBAL may be made except those contained in official AEPIC GLOBAL literature. In particular, no Member may make any claim that AEPIC GLOBAL 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 AEPIC GLOBAL policies, but they potentially violate government laws and regulations.

3.6.3. Income Claims: In their enthusiasm to enroll prospective Members, some Members are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Members may become disappointed if their results are not as extensive or as rapid as the results others have achieved. The AEPIC GLOBAL income potential is great enough to be highly attractive without reporting the earnings of others. Moreover, there are laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Members may believe it beneficial to provide copies of checks or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact AEPIC GLOBAL, as well as the Member making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because AEPIC GLOBAL Members do not have the data necessary to comply with the legal requirements for making income claims, a Member, when presenting or discussing the AEPIC GLOBAL opportunity or Compensation Plan to a prospective Member, may not make income projections, income claims, or disclose his or her AEPIC GLOBAL income (including the showing of checks, copies of checks, bank statements, tax records, etc.)

3.7. TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS

Members may display and/or sell AEPIC GLOBAL products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Members must contact Customer Support by emailing support@aepicglobal.com for conditional approval, as AEPIC GLOBAL's policy is to authorize only one AEPIC GLOBAL business per event. Final approval will be granted to the first Member who submits an official advertisement of the event, a copy of the contract signed by both the Member and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Customer Support Department. AEPIC GLOBAL further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the AEPIC GLOBAL opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmers' markets, as these events are not conducive to the professional image AEPIC GLOBAL wishes to portray.

3.8. CONFLICTS OF INTEREST

3.8.1. Non-solicitation and Noncompetition: AEPIC GLOBAL Members are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, Members may not directly or indirectly recruit other AEPIC GLOBAL Members for any other Network Marketing business unless they are personally sponsored by them or they personally sponsored them. This includes general solicitations on social networking sites where "friends" include persons not personally sponsored by the Member and who are already AEPIC GLOBAL Members. A Member who participates in another Network Marketing business agrees to operate his or her AEPIC GLOBAL Membership entirely separate and apart from the other Network Marketing business. Accordingly, Members who choose to participate in other Network Marketing businesses agree that they shall not: a. Display any non-AEPIC GLOBAL product(s) and/or sales aids with, or in the same location as AEPIC GLOBAL product(s) and/or sales aids; b. Offer any non-AEPIC GLOBAL program, opportunity, product, or service in conjunction with the AEPIC GLOBAL opportunity; or c. Offer any non-AEPIC GLOBAL opportunity, products, or services at any AEPIC GLOBAL related meeting, seminar or convention, or within two (2) hours and a five (5) mile (8 kilometers) radius of the AEPIC GLOBAL event. If the AEPIC GLOBAL meeting is held telephonically to prospective or existing Customers or Members; or d. on the Internet, any non-AEPIC GLOBAL meeting must be at least two (2) hours before or after the AEPIC GLOBAL meeting, and on a different conference telephone number or Internet web address from the AEPIC GLOBAL meeting.

3.8.2. Non-solicitation after Termination: Following the cancelation of a Member's Agreement, and for a period of one (1) year thereafter, with the exception of a Member who was personally sponsored by the former Member, the former Member may not recruit any AEPIC GLOBAL Member for another network marketing business. If a Member did not personally sponsor another Member, he or she is prohibited, for one (1) year following the date of cancelation of the contract, from recruiting that Member to sell or purchase products or services. Members and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Members and AEPIC GLOBAL agree that this non-solicitation provision shall apply to all markets in which AEPIC GLOBAL conducts business. This shall survive termination of the Agreement. Any violation of this agreement, the Company may, without waiving any other rights or remedies, seek an injunction, or other equitable remedy to prevent further prohibited recruiting activities, and may pursue other legal remedies.

3.8.3. Definition of Cross Recruit: For purposes of these Policies and Procedures, the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another AEPIC GLOBAL Member to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. The conduct described in the preceding sentence constitutes recruiting even if the Member's actions are in response to an inquiry made by another Member or Preferred Customer. Except in California, the foregoing conduct constitutes recruiting even if the Member's actions are in response to an inquiry made by another Member or Preferred Customer.

3.8.4. Confidential Information: Notwithstanding any other provision of the Agreement, the Member shall never use AEPIC GLOBAL trade secrets and other Confidential Information, as further described herein, to solicit, recruit whether directly or indirectly, other AEPIC GLOBAL Members or Customers. Confidential Information is information disclosed to Members pursuant to the Contract including, but not limited to, information regarding: a. Downline organizations or upline Members, including Member names and contact information, customer information; and b. Customer lists, business reports, commission or sales reports, business plans, projections, trade secrets, intellectual property, analysis, and related information and other financial and business information that would be reasonably understood to be confidential and/or give competitive advantage.

To protect the Confidential Information, a Member shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity: a. Directly or indirectly disclose any Confidential Information to any third party; b. Directly or indirectly disclose the password or other access codes to his or her back office; c. Use any Confidential Information to compete with AEPIC GLOBAL or for any purpose; d. Recruit or solicit any Member or customer of AEPIC GLOBAL listed on any report or in the Member's back office, or in any manner attempt to influence or induce any Member or Preferred Customer of AEPIC GLOBAL, to alter their business relationship with AEPIC GLOBAL.

The obligation of a Member to not disclose any Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether a Member's Agreement has been terminated, or whether the Member is or is not otherwise affiliated with the Company, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred.

3.8.5. Information Gathered in the Promotion of the AEPIC GLOBAL: Members agree that information gathered by a Member about other Members by virtue of their association with AEPIC GLOBAL, or in connection with their promotion of AEPIC GLOBAL products or sales materials, is considered proprietary information that belongs to AEPIC GLOBAL and Members are bound to the non-disclosure provisions of these policies and procedures in relation to this information.

3.9. TARGETING OTHER DIRECT SELLERS

AEPIC GLOBAL does not condone Members specifically or consciously targeting the sales force of any other direct sales Company to sell AEPIC GLOBAL products or to become Members for AEPIC GLOBAL. Nor does AEPIC GLOBAL condone the solicitation or enticement, by a Member, of any of the members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should a Member engage in such activity, the Member bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought by another company against a Member alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, AEPIC GLOBAL will not pay any of such a Member's defense costs or legal fees, nor will AEPIC GLOBAL indemnify the Member for any judgment, award, or settlement. Members agree to indemnify AEPIC GLOBAL and AEPIC GLOBAL's directors, officers, employees, and agents, and hold them harmless from any and all liability and/or loss (whether direct or indirect, consequential or economic loss) including judgments, civil and/or criminal penalties, damages, refunds, legal advice fees, court costs, or lost business incurred by or imposed on AEPIC GLOBAL as a result of any breach of the terms by that Member.

3.10. ERRORS OR QUESTIONS

If a Member has questions about or believes any errors have been made regarding commissions, bonuses, reports, or charges, the Member must notify AEPIC GLOBAL in writing within thirty (30) calendar days of the date of the purported error or incident in question. AEPIC GLOBAL will not be responsible for any errors, omissions or problems not reported to the Company within thirty (30) calendar days.

3.11. GOVERNMENTAL APPROVAL OR ENDORSEMENT

Neither federal nor state regulatory agencies and/or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Members shall not represent or imply that AEPIC GLOBAL or its Compensation Plan have been 'approved,' 'endorsed' or otherwise sanctioned by any government agency.

3.12. HOLDING APPLICATIONS OR ORDERS

Members must not manipulate enrollments of new applicants and purchases of products. All Member Applications, Agreements and product orders must be sent to AEPIC GLOBAL within two (2) business days from the time they are signed by a Member or placed by a customer, respectively.

3.13. TAXES

Each Member is responsible for paying applicable taxes on any income generated as a Member.

3.14. INDEPENDENT CONTRACTOR STATUS

Members are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between AEPIC GLOBAL and its Members does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Member. Members shall not be treated as an employee for his or her services or for tax purposes. All Members are responsible for paying taxes due from all compensation earned as a Member of the Company. The Member has no authority (expressed or implied), to bind the Company to any obligation. Each Independent Member shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Member Agreement, these Policies and Procedures, and applicable laws.

3.15. INTERNATIONAL MARKETING

Members are authorized to sell AEPIC GLOBAL products and enroll Preferred Customers or Members in any country that the Company has officially sanctioned to be open and available to all Members for conducting business. AEPIC GLOBAL may specify certain countries subject to a "Pre-Launch Period" in which Members may also conduct business. The Company may formally announce a Pre-Launch Period at least thirty (30) calendar days prior to the official opening. A Member, unless preapproved by AEPIC GLOBAL, has no authority to and shall not conduct the AEPIC GLOBAL business nor introduce or establish the Company's business or product in any country that has not been officially sanctioned to be open and available to all Members for conducting business or any country that is not the subject of a Pre-Launch Period announcement from the Company. This includes, but is not limited to: any attempts to secure approval for products or business practices; register or reserve the Company names, trademarks, trade names, or Internet domain names; or establish any kind of business or governmental contact on behalf of the Company. A Member may not ship sales aids into any unauthorized country.

3.16. ONE AEPIC GLOBAL BUSINESS PER MEMBER AND PER HOUSEHOLD

A Member may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one AEPIC GLOBAL business. No individual may have, operate or receive compensation from more than one AEPIC GLOBAL business. AEPIC GLOBAL deems all persons residing in the Member's household a beneficial interest in their Membership. However, if adequate proof can be provided that another adult who is not a spouse is operating a Membership separately, AEPIC GLOBAL may waive this rule until circumstances change. If a Member marries another Member, no effect will be given to the provisions of this section and the two may maintain separate and distributorships.

3.17. ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a Member's immediate household engages in any activity which, if performed by the Member, would violate any provision of the Agreement, such activity will be deemed a violation by the Member and AEPIC GLOBAL may take disciplinary action against the Member. Similarly, if any individual Member in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and AEPIC GLOBAL may take disciplinary action against the entity.

3.18. SALE, TRANSFER OR ASSIGNMENT OF AN AEPIC GLOBAL BUSINESS

Although an AEPIC GLOBAL business is a privately owned, independently operated business, the sale, transfer or assignment of an AEPIC GLOBAL business is subject to certain limitations. If a Member wishes to sell his or her AEPIC GLOBAL business, the following criteria must be met: a. Protection of the existing line of sponsorship must always be maintained so that the AEPIC GLOBAL business continues to be operated in that line of sponsorship; b. The buyer or transferee must be eligible to become a qualified AEPIC GLOBAL Member. If the buyer is an active AEPIC GLOBAL Member, he or she must first terminate his or her AEPIC GLOBAL business and wait six (6) calendar months before acquiring any interest in a different AEPIC GLOBAL business; c. Before the sale, transfer, or assignment can be finalized and approved by AEPIC GLOBAL, any debt obligations the selling Member has with AEPIC GLOBAL must be satisfied;

d. The selling Member must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign an AEPIC GLOBAL business; e. The business that is being sold must have achieved the Paid-as-Rank of Global Marketing Director for a period of two consecutive calendar months prior to the date of the submission of the Sale/Transfer of AEPIC GLOBAL Business form. Prior to selling an AEPIC GLOBAL distributorship, the selling Member must notify AEPIC GLOBAL's Customer Support Department of his or her intent to sell the AEPIC GLOBAL distributorship by submitting a Sponsorship Sale/Transfer form and all applicable business agreements together with the transfer fee of \$150. No changes in line of sponsorship can result from the sale or transfer of an AEPIC GLOBAL distributorship. AEPIC Global has the right to refuse any Sale/Transfer of any distributorship.

3.19. EFFECTS OF DIVORCE OR ENTITY DISSOLUTION ON THE AEPIC GLOBAL BUSINESS

AEPIC GLOBAL Members sometimes operate their AEPIC GLOBAL businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three (3) entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any divorce or entity dissolution is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation: a. One of the parties may, with consent of the other(s), operate the AEPIC GLOBAL business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize AEPIC GLOBAL to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee; b. The parties may continue to operate the AEPIC GLOBAL business jointly on a business-as-usual basis; whereupon, all compensation paid by AEPIC GLOBAL will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will AEPIC GLOBAL split commission and bonus checks between divorcing spouses or members of dissolving entities. AEPIC GLOBAL will recognize only one downline organization and will issue only one commission check per AEPIC GLOBAL business per commission cycle. Commission payouts shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Member Agreement shall be involuntarily canceled. If a former spouse has completely relinquished all rights in the original AEPIC GLOBAL business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before reenrolling as a Member. During this six (6) month waiting period, such individuals must remain inactive. In either case however, the former spouse or business affiliate shall have no rights to any Members in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Member.

3.20. SPONSORING

All active Members in good standing have the right to sponsor and enroll others into AEPIC GLOBAL. Each prospective Preferred Customer or Member has the ultimate right to choose his or her own sponsor. If two Independent Members claim to be the sponsor of the same new Member or Preferred Customer, the Company shall regard the first application received by the Company as controlling the account of the new Member.

3.21. SUCCESSION (DEATH OR INCAPACITY OF A MEMBER)

A Member may provide in his or her will that his or her independent AEPIC GLOBAL business will pass to his or her heirs. The Company will honor such requests provided it receives certified copies of the death certificate and appropriate legal documentation establishing the right of the deceased Member's heirs to the business. Successors in interest must submit an amended AEPIC GLOBAL Member Agreement to the Company, otherwise Member Agreement will be terminated. If the legal successor to the distributorship is already an existing Member, the Contract will be assigned to the existing Member and the Company will allow the multiple beneficial interest through inheritance. If a Member is incapable of operating his or her independent AEPIC GLOBAL business due to incapacity, the agent, guardian, or trustee of the incapacitated Member may operate the incapacitated Member's business on behalf of the incapacitated Member upon the submission of appropriate legal documents to the Company. The authorized agent, guardian or trustee, must submit documents to the Company establishing his or her authority to act on behalf of the incapacitated Member and proof of such Member's incapacity.

4. RESPONSIBILITIES OF MEMBERS

4.1. CHANGE OF ADDRESS, TELEPHONE, AND EMAIL ADDRESSES

To ensure timely delivery of products, support materials, and commission checks, it is critically important that the AEPIC GLOBAL's files are current. Street addresses or P.O. Boxes are required for shipping. Members planning to move or change their email address must submit their new address and telephone number(s) by emailing Customer Support at support@aepicglobal.com or online, through a support ticket to the attention of the Customer Support Department. To guarantee proper delivery, two weeks' advance notice must be provided to AEPIC GLOBAL on all changes. The Member can change all contact information by logging into their Business Portal and making the necessary changes to both their contact information and their Auto Delivery Order (ADO) mailing address.

4.2. CONTINUING DEVELOPMENT OBLIGATIONS

Any Member who sponsors a Member into AEPIC GLOBAL must perform a bona fide assistance and training function to ensure that his or her personally sponsored Member is properly operating his or her AEPIC GLOBAL business. Members should have ongoing contact and communication with the Members in their frontline organizations. Examples of such contact and communication may include, but are not limited to newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Members to AEPIC GLOBAL meetings, training sessions, and other functions. Upline Members are also responsible to motivate and train new Members in AEPIC GLOBAL product knowledge, effective sales techniques, the AEPIC GLOBAL Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of their downline is strongly recommended. Members should monitor the Members in their frontline Organizations to guard against downline Members making improper product or business claims, or engaging in any illegal or inappropriate conduct or creating noncompliant sales aids or promotional materials.

4.2.1. Increased Training Responsibilities: As Members progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the AEPIC GLOBAL program. They will be called upon and expected to share this knowledge with lesser experienced Members within their organization.

4.2.2. Ongoing Sales Responsibilities: Regardless of their level of achievement, Members have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

4.3. NON-DISPARAGEMENT AND PROFESSIONAL BEHAVIOR

AEPIC GLOBAL wants to provide its Members with the best products, compensation plan, and service in the industry. Accordingly, AEPIC GLOBAL values constructive criticisms and comments. All such comments should be submitted in writing to the Customer Support Department. While AEPIC GLOBAL welcomes constructive input, negative comments and remarks made in the field by Members about the Company, its products, or Compensation Plan serve no purpose other than to sour the enthusiasm of other AEPIC GLOBAL Members. For this reason, and to set the proper example for their downline, Members must not disparage, demean, or make negative remarks to or about AEPIC GLOBAL, other AEPIC GLOBAL Members, AEPIC GLOBAL's products, the Compensation Plan, or AEPIC GLOBAL's directors, officers or employees.

4.4. PROVIDING DOCUMENTATION TO APPLICANTS

Members must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Members before the applicant signs a Member Agreement. Additional copies of Policies and Procedures can be downloaded through AEPIC GLOBAL's Business Portal in the Resource Library.

4.5. REPORTING POLICY VIOLATIONS

Members observing a policy violation by another Member should report the violation directly to the attention of AEPIC GLOBAL'S Compliance Department by sending an email with a detailed description of violation to compliance@aepicglobal.com. Details of the incidents such as dates, number of occurrences, person(s) involved, and any supporting documentation should be included in the report.

5. SALES REQUIREMENTS

5.1. NO TERRITORY RESTRICTIONS

There are no exclusive territories granted to anyone.

5.2. WILL CALL ORDER PICK-UP

Where 'Will Call' service is available, a Member may pick up the order at the 'Will Call' location. The scheduled pick-up date must be within three (3) calendar days from the date of the order. The date of the order for commission purposes and personal volume requirements (PV) will be on the date the order is placed.

Orders placed before 11:00 AM Pacific Time, will be available for pickup between 2:00 PM – 4:00 PM Pacific Time the same day. Orders placed after 11:00 AM Pacific Time will be available the following day.

5.3. SALES RECEIPTS

All Members must provide their retail customers with two (2) copies of an official AEPIC GLOBAL sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded law. Members must maintain all retail sales receipts for a period of two years and furnish them to AEPIC GLOBAL at the Company's request. Records documenting the purchases of Members' Preferred Customers will be maintained by AEPIC GLOBAL.

6. BONUSES AND COMMISSIONS

6.1. BONUSES, COMMISSIONS & RANK ADVANCEMENT QUALIFICATIONS

So long as a Member complies with the terms of the Agreement, AEPIC GLOBAL shall pay commissions to such Member in accordance with the Compensation Plan. Member must be active the month any Rank Advancements are due for payment.

6.2. ADJUSTMENT TO BONUSES AND COMMISSIONS

Members receive bonuses and commissions based on the actual sales of products. When a product is returned to AEPIC GLOBAL for a refund, exchanged or repurchased by the Company, the following will occur at the Company's discretion: a. The bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the pay period in which the refund is given and continuing every pay period thereafter until the commission is recovered from the Members who received bonuses and commissions on the sales of the refunded products; b. The Members who earned commissions based on the sale of the returned products will have the corresponding points deducted from their volume in the next pay period and all subsequent pay periods until it is completely recovered.

6.3. REPORTS

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

products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto. Access to and use of AEPIC GLOBAL's reporting services and reliance upon such information is at the Member's own risk. All such information is provided to Members 'asis.'

7. PRODUCT RETURNS, EXCHANGES AND INVENTORY REPURCHASE

7.1. INITIAL ORDERS

7.1.1. Initial Enrollment Order Returns and Exchanges: Once an order is placed, AEPIC GLOBAL offers up to a fourteen (14) calendar day money-back to all Preferred Customers, Retail Customers and Members on their initial enrollment purchase of unopened products. For enrollment kits of \$195 and \$495, AEPIC GLOBAL offers a money-back within fourteen (14) calendar days of purchase; enrollments kits of \$995 and above have seven (7) calendar days from purchase date to return. If, for any reason a Member or a customer is dissatisfied with their initial product order, the Member or customer must: a. Obtain a Company issued Return Merchandise Authorization (RMA) number within fourteen (14) calendar days of placing the original order for \$195 and \$495 enrollment kits; within seven (7) calendar days of placing the original order for \$995 enrollments kits and above; b. Return the unopened product within fourteen (14) calendar days or purchase for a refund or exchange of the product (less shipping costs); c. No partial returns; d. Preferred Customer Points will be adjusted accordingly upon a Preferred Customer order return.

If a Member wishes to return their enrollment purchase, the Member's Agreement shall be canceled and the enrollment fee will be refunded. All Members', Preferred Customers' and Retail Customers' initial enrollment orders purchased directly from AEPIC GLOBAL must be returned to AEPIC GLOBAL at the distributor's/customer's expense. All products refunded are subject to bonus withholdings and qualification recalculations based on the original purchase date. If the first order bonus has already been issued, AEPIC GLOBAL has the right to deny returns. All returns are subject to confirmation by the company.

7.2. GENERAL RETURNS (Not to include Initial Enrollment Order)

7.2.1. Requirements for Products: All returns that are not initial order purchases are subject to the following conditions: a. Must obtain a Company issued Return Merchandise Authorization (RMA) number within fourteen (14) calendar days of placing the original order; b. Returns must have been personally purchased by the Preferred Customer, Retail Customer; or Member from AEPIC GLOBAL (purchases from other Members or third parties are not subject to refund); c. Returns must be unopened and in resalable condition; d. Returns that are unopened, in resalable condition and received within twenty-one (21) calendar days of purchase will receive a 90% refund (less shipping costs); d. Returns in resalable condition and not received within twenty-one (21) calendar days, but within ninety (90) calendar days of purchase will receive a 50% refund (less shipping costs); e. Products returned after ninety (90) calendar days will not be refunded; f. All products refunded are subject to bonus withholdings and qualification recalculations based on the original purchase date; g. No partial returns; h. Preferred Customer Points will be adjusted accordingly upon a Preferred Customer order return.

7.2.2. Refused Products: Any product(s) ordered and delivery refused, is subject to a 10% restocking fee and all other procedures for returns herein apply. All shipping costs are the responsibility of the member/customer. All products that are shipped and then refused by Member/customer are subject to bonus withholdings and qualification recalculations based on the original purchase date.

7.2.3. Auto Delivery Order (ADO) Cancellation: To cancel an ADO order, the Member or Preferred Customer must contact Customer Support at least three (3) business days before the ADO order is to be processed. Member or Preferred Customer may cancel online by 9:59 PM Pacific Time the day prior to the scheduled ADO. If a Member or Preferred Customer contacts Customer Support the same day the ADO is scheduled to ship and the product has been sent, the customer may refuse the delivery of the product shipment. The order is then subject to a 10% restocking fee and all other procedures for returns apply. All shipping costs are the responsibility of the customer.

7.2.4. Retail Purchase from a Member's Inventory: If for any reason, a retail customer is dissatisfied with their

initial order of AEPIC GLOBAL products, the retail customer may return the product to the Member from whom it was purchased within fourteen (14) calendar days of the product received date for a full refund of the purchase price (less shipping costs). All Members agree to honor this refund policy for their retail customers. After the initial order, retail customers may return unopened product for a full refund within fourteen (14) calendar days of the order (less shipping) as long as product is in resalable condition. In the event a Member issues such a refund to a retail customer, the Member may return the refunded products to AEPIC GLOBAL within thirty (30) calendar days of the original retail order date for a full product replacement, provided the Member includes a copy of the retail receipt and the product in saleable condition. All retail orders and returns are subject to confirmation by the Company. The product must be received by AEPIC GLOBAL within ten (10) calendar days from the date on which the retail customer returned the merchandise to the Member. Members are responsible for shipping charges for all replacement products sent from AEPIC GLOBAL. The thirty (30) calendar days money back replaces the traditional cancelation notice. All retail customers must be provided with two copies of a sales receipt at the time of the sale. The receipt provides the customer with written notice of his or her rights to cancel the sales agreement. All on-line sales must be made through authorized AEPIC GLOBAL sales sites or AEPIC GLOBAL refuses the right to refund. The following provision sets forth the minimum refund permitted by law to a retail customer: A retail customer who makes a purchase of \$25.00 or more has three (3) business days (five (5) days for Alaska residents) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancelation notice on the order form. When a Member makes a sale or takes an order from a retail customer who cancels or requests a refund within the three (3) business day period, the Member must promptly refund the customer's money as long as the products are returned to the Member in as good condition as when received. Additionally, Members must verbally inform customers of their right to rescind a purchase or an order within three (3) business days, and ensure that the date of the order or purchase is entered on the order form. All retail customers must be provided with two (2) copies of an official sales receipt at the time of the sale. The receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

7.3. PROCEDURES FOR ALL RETURNS

The following procedures apply to all returns for refund, repurchase, or exchange: a. All merchandise must be returned by the Member or customer who purchased it directly from AEPIC GLOBAL; b. Members must contact Customer Support to initiate a Return Merchandise Authorization (RMA). Customer Support will provide an RMA number; c. Members must return product to AEPIC GLOBAL with the RMA number prominently displayed and written legibly on the outside of the shipping package(s) of returned product. Only product returned with an RMA number will be refunded; d. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to AEPIC GLOBAL shipping prepaid. AEPIC GLOBAL does not accept collect packages. The risk of loss in shipping for returned product shall be on the Member. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Member to track the shipment. No refund or replacement of product will be made if the conditions of these rules are not met; e. If a Member is returning merchandise to AEPIC GLOBAL that was returned to him or her by a personal retail customer, the product must be received by AEPIC GLOBAL within ten (10) calendar days from the date on which the retail customer returned the merchandise to the Member, and must be accompanied by the sales receipt the Member gave to the customer at the time of the sale; f. All commissionable and qualifying volume will be deducted from the Member's account in connection to the return. All volume-generating returns may result in the Member having future commissions withheld; g. All payments are refunded to the original form of payment to the original payee. No refund, exchange, or replacement of product will be made if the conditions of these rules are not met.

7.4. CREDIT CARD DISPUTES

AEPIC GLOBAL requests that its Members and Preferred Customers provide the Company with ample opportunity to resolve any outstanding issues regarding charges to an individual's credit card that they feel may not be accurate and/or done in error. If a Member or Preferred Customer initiates a credit card dispute, their account will be suspended and they will be ineligible to earn further commissions until the matter is resolved. The account will remain suspended until such time as the Member or Preferred Customer rescinds the credit card dispute. AEPIC GLOBAL reserves the right to terminate any Member or Preferred Customer who did not provide the Company the opportunity to resolve the matter prior to initiating the credit card dispute.

7.5 FRAUDULENT ACTIVITY

In the event that AEPIC GLOBAL is advised that any fraudulent activity has taken place, AEPIC GLOBAL reserves the right to temporarily freeze the account and withhold any or all commissions until the issue has been resolved. If AEPIC GLOBAL confirms that fraudulent activity has taken place, AEPIC GLOBAL reserves the right to terminate the offender's Member Agreement and any or all accounts associated with Member that are in question and/or involved.

8. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS:

8.1. DISCIPLINARY SANCTIONS

Violation of the Policies and Procedures Agreement, of any common law duty, including, but not limited to any applicable duty of loyalty, illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Member that, at the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Member's AEPIC GLOBAL business), may result, at AEPIC GLOBAL's discretion, in one or more of the following corrective measures: a. Issuance of a written warning or admonition requiring the Member to take immediate corrective measures; b. Imposition of a fine, which may be withheld from bonus and commission checks; c. Loss of rights to one or more bonus and/or commission checks; d. AEPIC GLOBAL may withhold from a Member all or part of the Member's bonuses and commissions during the period that AEPIC GLOBAL is investigating any conduct that allegedly violates the Agreement.

If a Member's business is canceled for disciplinary reasons, AEPIC GLOBAL is authorized to implement the following disciplinary actions: a. The Member will not be entitled to recover any commissions withheld during the investigation period; b. Suspension of the individual's Member Agreement for one or more pay periods; c. Termination of the offender's Member Agreement; d. Suspend and/or terminate the offending Member's AEPIC GLOBAL Website or Website access; e. Any other measure expressly allowed within any provision of the Agreement or which AEPIC GLOBAL deems practical and appropriate to equitably resolve injuries caused partially or exclusively by the Member's policy violation or contractual breach; f. In situations deemed appropriate by AEPIC GLOBAL, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2. GRIEVANCES AND COMPLAINTS

When a Member has a grievance or complaint with another Member regarding any practice or conduct in relationship to their respective AEPIC GLOBAL businesses, the Member with the grievance should first report the problem to his or her sponsor who should review the matter and try to resolve it with the other party's sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Compliance Department.

8.3. MEDIATION

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through nonbinding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses Member with conducting and attending the mediation. Mediation shall be held in Los Angeles, California and shall last no more than two (2) business days.

8.4. ARBITRATION

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration 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. Members waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Los Angeles, California. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator (attorney) who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and

may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement. Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent AEPIC GLOBAL from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect AEPIC GLOBAL's interest prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

8.5. GOVERNING LAW, JURISDICTION AND VENUE

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Los Angeles, State of California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement unless in conflict with local laws.

9. PAYMENT AND SHIPPING

9.1. RESTRICTIONS ON THIRD PARTY USE OF CREDIT/DEBIT ACCOUNT ACCESS

Members shall not permit other Members or Preferred Customers to use his or her credit or debit card to enroll or to make purchases from the Company.

9.2. SALES TAXES

In designing the AEPIC GLOBAL opportunity, one of our guiding philosophies has been to free Members from as many administrative, operational, and logistical tasks as possible. In doing so, Members are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, AEPIC GLOBAL relieves Members of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes. By virtue of its business operations, AEPIC GLOBAL is required to charge sales taxes on all purchases made by Members and Preferred Customers, and remit the taxes charged to the respective states. Accordingly, AEPIC GLOBAL will collect and remit sales taxes on behalf of Members according to applicable tax rates in the state, province, and/or region to which the shipment is destined. If a Member has submitted, and AEPIC GLOBAL has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Member. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by AEPIC GLOBAL is not retroactive.

10. INACTIVITY, RECLASSIFICATION AND CANCELATION

10.1. EFFECT OF CANCELATION

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

shall not have the right to sell AEPIC GLOBAL products or services. A Member whose Member Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

10.2. CANCELTATION DUE TO INACTIVITY

If a Member has not earned commissions or placed an order in the last six (6) months, his or her Member Agreement may be canceled for inactivity upon the discretion of AEPIC GLOBAL.

10.3. INVOLUNTARY CANCELTATION

A Member's violation of any of the terms of the Agreement, including any amendments that may be made by AEPIC GLOBAL at its sole discretion, may result in any of the sanctions listed in this Agreement, including the involuntary cancellation of his or her Member Agreement. Cancellation shall be effective on the date on which written notice is mailed or given to a courier, to the Member's last known address or, to his/her attorney, or when the Member receives actual notice of cancellation, whichever occurs first.

10.4. VOLUNTARY CANCELTATION

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing, via mail or email to the Company at its principal business address. The written notice must include the Member's signature, printed name, address, and Member identification number.

10.4.1. Montana Residents: A Montana resident may cancel his or her Member Agreement within fifteen (15) calendar days from the date of enrollment.

10.5. NON-RENEWAL

A Member may also voluntarily cancel his or her Member Agreement by failing to renew the Agreement by its anniversary date. The Company may also elect not to renew a Member's Agreement upon its anniversary date.

10.6. CREDIT CARD CHARGEBACKS

If a Member contacts his or her credit card company and attempts to charge back any product purchase from the Company, such action shall be deemed a voluntary cancellation of the Member Agreement by the Member. If the Member also has an Auto Delivery Order (ADO) agreement with AEPIC GLOBAL, the chargeback shall also be deemed the voluntary cancellation of the Member's ADO agreement. Similarly, if a Preferred Customer contacts his or her credit card company and attempts to charge back a purchase made by credit card, such action will be deemed the voluntary cancellation of the Preferred Customer Agreement.

10.7. INVENTORY REPURCHASE UPON CANCELTATION

Upon cancellation of a Member's Agreement, the Member may return products for a 90% refund. In order to receive a refund from AEPIC GLOBAL pursuant to this policy, the following requirements must be met: a. The items being returned must have been personally purchased by the Member from AEPIC GLOBAL (purchases from other Members or third parties are not subject to refund); b. The items must be in resalable condition; c. The items must have been purchased from AEPIC GLOBAL within one year prior to the date of cancellation; d. The items eligible for return should not exceed 30% of quantity purchased except for the last order placed. This is in keeping with compliance of the 70% usage rules; e. The Member must receive a Return Merchandise Authorization number (RMA) from the Company. If the purchases were made by credit card, the refund will be credited back to the same account. If a Member was paid a bonus or commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the bonus and/or commission that were paid to the Member based on that product purchase will be deducted from the amount of the refund. Products and Sales aids shall be deemed "Resalable" if each of the following elements is satisfied: a. They are unopened and unused; b. Packaging and labeling has not been altered or damaged; c. They are in a condition such that, in accordance with commercially reasonable practice within the trade, the merchandise may be resold at full price; d. They are returned to AEPIC GLOBAL within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be Resalable.

11. DEFINITIONS

1. **Active Member:** Those who have enrolled and are entitled to purchase products at wholesale prices, can earn commissions and enroll new Preferred Customer(s) and other Member(s).
2. **Auto Delivery Order (ADO):** The option to place orders that automatically bill and ship on the same day each month. Must be scheduled for delivery no later than the 27th of a calendar month. Auto Delivery Orders ensure that Associates maintain PV rank qualifications to qualify for commissions, bonuses and/or incentive rewards.
3. **Beneficial Interest:** A person is deemed to have a beneficial interest in an AEPIC GLOBAL business if he/she/it has: a. Any direct or indirect ownership in the AEPIC GLOBAL business as an individual, partner, shareholder, member, manager, beneficiary, trustee, or principal of the business; b. Has any control over the AEPIC GLOBAL business; c. Receives any income directly or indirectly from the AEPIC GLOBAL business (other than the receipt of income pursuant to the Compensation Plan by an upline Member); d. Receives familial support from the AEPIC GLOBAL business; e. Is a member of the Member's immediate household; f. Is a spouse or dependent; or g. Has any other similar interest in the AEPIC GLOBAL business.
4. **Business Volume (BV):** A Company-assigned value for each product and enrollment package for rank advancement purposes.
5. **Commissionable Volume (CV):** The company-assigned value of a product for commission and bonus purposes.
6. **Compression:** Active Ruby Associates or higher count as a generation in the Dual Team Commission calculation. Dual Team Commission and Infinity Team Commission are compressed. Inactive positions roll up to the next qualified position.
7. **Generation:** Includes Ruby Associates or higher in the Placement Tree legs. The next generation begins after a Ruby Associate Paid-as-Rank or higher is found.
8. **Monthly Cycle:** Calendar month used to determine rank as well as 'active' requirement qualifications.
9. **Paid-As-Rank:** The Rank at which an Associate is qualified to receive commissions. PAR is based on the qualification requirements you have met for that pay period. Your PAR is the level that you achieved in the previous month's cycle or the previous weekly period, whichever is highest.
10. **Personal Volume (PV):** Qualifying Volume that is generated through an Associate's personal product purchases. It also includes volume from retail product purchases made directly from your Replicated Website.
11. **Preferred Customer (PC):** A member that is able to purchase products at a discounted price with no obligation to have an Auto Delivery Order and is eligible to earn Reward Points toward free products.
12. **Preferred Customer Generational Tree:** The genealogy of all your personally enrolled Preferred Customers (PCs), their personally enrolled (PCs), and so on, in a Sponsorship Tree structure.
13. **Qualifying Group Volume (QGV):** The total Business Volume (BV) of an Associate and their downline organization in the Placement Tree. Includes Preferred Customer (PC) orders and the Associate's Personal Volume (PV). 60% Rule applies.
14. **Qualified Associate:** An independent distributor who maintains a minimum of 50 PV.

15. **Rank:** The level of achievement in the Compensation Plan that determines the specific commissions and bonuses the Associate is eligible to earn. Rank is determined by Group Business Volume (GBV) in the Placement Tree.
16. **Retail Customer:** A customer that purchases product and pays MSRP (Retail) Price. Is not placed in the Sponsor Tree or Placement Tree. Not eligible for commissions, bonuses, or reward points.
17. **Sponsor:** An Associate or higher rank who personally sponsors another Associate or Preferred Customer (PC).
18. **Sponsor Tree:** The genealogy of an Associate's personally sponsored Associates are always on Level 1 of your Sponsor Tree. The Associates whom they sponsor are always on Level 2 of your Sponsor Tree, etc.
19. **Upline:** The Associate who is above another Associate in the genealogy.
20. **60% QUALIFYING GROUP VOLUME (QGV) RULE:** When determining the Qualifying Group Volume qualification requirement, no more than 60% of the QGV may come from a single Placement Tree leg.