

## Welcome

Welcome to WOR(l)D! We are honored to have you in our WOR(l)D family!

In order to become an independent member with WOR(l)D, an individual must read, understand and agree to comply with the Corporate Policies and Procedures, and Code of Ethics, submit an on-line independent member Application, pay for the independent member fee, and receive an acceptance correspondence from the corporate office. An authorized business entity may also become an independent member, provided the appropriate paperwork is submitted.

Notice: The WOR(l)D business is structured around the sale of products and members who are willing to train, educate, motivate and concentrate on sales and services to prospective customers and members.

Remember, you need not purchase any inventory to become an independent member with our company. By completing and accepting the on-line enrollment Application and Agreement to be an independent member, you are bound by each and every term and condition of it and, of the Policies and Procedures, and of the Code of Ethics. Your Independent Distributorship is empowered to sell approved products within the United States and its territories. You must understand all of the following policies, procedures and agreements before you begin.

The staff of WOR(l)D wishes you success in building your WOR(l)D business. Your ultimate growth and success as a WOR(l)D independent member is directly determined by your individual efforts and sale of product to others. The more time and energy you spend in developing your business and in duplicating your efforts in others, the greater your potential for success.

All independent members in our company are requested to familiarize themselves and comply with the operational policies of the company. We ask that you maintain regular communications with us to keep well-informed of current Policies and Procedures. These Policies and Procedures are subject to change by corporate for any reason without notice, and you will be held responsible for keeping track of the latest replacement pages e-mailed or updated on official corporate web sites. If you become inactive for any time and then reactivate as an member, it is your obligation to request and obtain an email of any replacement pages or updates to the Policies and Procedures that may have been issued during the time you were inactive.

As an independent member, (This includes all titles within the WOR(l)D pay plan), you are required to understand and comply with all rules, regulations, ethics, policies and procedures.

WOR(1)D reserves the right to amend these Policies & Procedures and Code of Ethics by the publishing of such amendments as it deems appropriate and upon publication of transmission, such amendments shall be considered incorporated herein by reference.

WOR(1)D honors all federal, state, and local regulations governing normal business practices including network marketing, and requires every independent member to do the same. It is therefore very important that you read and understand the information contained in this document. If you have any questions regarding any rule, policy and/or procedure, seek an answer from your sponsor, up-line leader, or from WOR(1)D's independent member Support Department.

Please review the following Professional Code of Ethics along with WOR(1)D's Policies and Procedures on a regular basis in order to stay in compliance and to make them a natural part of your planning and personal development. Remember, WOR(1)D was founded with integrity and professionalism and requests that you maintain the same High Standard of Excellence and Ethical Conduct in all your business ventures.

We are honored to have you as a part of our team and wish you much success!

## Professional Ethics

WOR(1)D encourages all independent members to adhere to the principles of honesty, integrity, fairness and service. A WOR(1)D independent member should respect, protect, promote and preserve the relationship between WOR(1)D and independent member, between independent member and customers, and between WOR(1)D independent members and other independent members in a spirit of trust and mutual cooperation in accordance with the highest degree of ethical conduct.

members shall not demean, discredit or defame WOR(1)D and WOR(1)D's directors, officers, employees, or agents. WOR(1)D will not permit activity that is obviously unethical and unprofessional. Even though the line between aggressive marketing efforts and unprofessional or unethical behavior can be vague, WOR(1)D will intercede when such behavior is evident. WOR(1)D reserves the right to use its sole judgment in deciding whether certain independent member activities are inappropriate and, if determined to be so, to act accordingly.

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### SECTION 1 - Introduction

#### Policies and Compensation Plan Incorporated into member Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of WOR(1)D Global Network Corp, (hereafter "WOR(1)D" or the "Company"), are incorporated into, and form an integral part of the WOR(1)D member Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the WOR(1)D member Application and Agreement, these Policies and Procedures, the Code of Ethics, the WOR(1)D Compensation Plan, WOR(1)D Terms of Service, and WOR(1)D Terms and Conditions. These documents are incorporated by reference into the WOR(1)D member Agreement, (all in their current form and as amended by WOR(1)D). It is the responsibility of each member to read, understand, adhere to, and ensure that they are 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 on-line access to, the most current version of these Policies and Procedures, the Code of Ethics, the WOR(1)D Compensation Plan, Terms and Conditions, and WOR(1)D Terms of Service prior to their execution of the member Agreement.

#### Purpose of Policies

WOR(1)D is a direct sales company that markets its products through independent members. It is important to understand that your success and the success of your fellow members depend on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between members and WOR(1)D, and to explicitly set a standard for acceptable business conduct, WOR(1)D has established the Agreement. WOR(1)D members are required to comply with all of the Terms and Conditions set forth in the Agreement, which WOR(1)D may amend at its sole discretion from time to time, as well as all international, federal, state, and local laws governing their WOR(1)D business and their conduct.

Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as a member and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your upline, or WOR(1)D Corporate Headquarters.

#### Changes to the Agreement

Because international, federal, state, and local laws, as well as the business environment periodically change, WOR(1)D reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By accepting the terms of the member Agreement, a member agrees to abide by all amendments and/or modifications that WOR(1)D elects to make. This provision does NOT apply to the arbitration clause found in Section 8, which can only be modified via mutual consent.

Upon any Agreement modification, amendments shall be immediately effective upon notice to all

members.

The Company shall provide or make available to all members a complete copy of the amended provisions by one or more of the following methods:

Posting on the Company's official web site

Electronic mail (e-mail)

Inclusion in Company periodicals

Inclusion in Product orders or Commission and/or Bonus payments

Special mailings

The continuation of an member's WOR(l)D business, with or without documentation of communication of any kind, or an member's acceptance of Bonuses or Commissions constitutes the acceptance of any and all amendments. Continuation of business shall include the receipt of bonuses and / or logging into the back-office of the website.

Delays

WOR(l)D shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation: strikes, labor difficulties, riot, war, fire, death and reasons of force majeure, curtailment of a party's source of supply, or government decrees and/ or orders.

Policies and Provisions Severable

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

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 WOR(l)D to exercise any right or power under the Agreement, or to insist upon strict compliance by an 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 WOR(l)D's right to demand exact compliance with the Agreement. Waiver by WOR(l)D can be granted only in writing and by an authorized officer of the Company. WOR(l)D's waiver of any particular breach by an member shall not affect or impair WOR(l)D'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 WOR(l)D to exercise any right arising from a breach affect or impair WOR(l)D's rights as to that or any subsequent breach. The existence of any claim or cause of action of an member against WOR(l)D shall not constitute a defense to WOR(l)D's enforcement of any term or provision of the Agreement.

SECTION 2 - Becoming a member

### Requirements to Become a Member

To become a WOR(1)D member, each applicant must:

Be of the age of majority in their country of residence

- Have a valid Government's Identification Card
- Submit a properly completed member Application and Agreement to WOR(1)D.

### Product Purchases

members are not required to purchase WOR(1)D Products or Services to qualify for commissions.

### Member Benefits

Once an member Application and Agreement has been approved and accepted by WOR(1)D, the benefits of the Compensation Plan and the member Agreement are available to the new member.

These benefits include the right to:

- Sell WOR(1)D Products and Services
- Participate in the WOR(1)D Compensation Plan, (Receive Bonuses and Commissions, if eligible)
- Sponsor other individuals as Customers and/or members into the WOR(1)D business and thereby build a marketing organization, and progress through the WOR(1)D Compensation Plan
- Receive periodic WOR(1)D literature and other WOR(1)D communications
- Participate in WOR(1)D sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable
- Participate in promotional and incentive contests and programs sponsored by WOR(1)D for its members.
- Use Corporate approved company names, images, trademarks and logos, within the limits established within this document and for the specific purpose relating to activities as an member in promoting and building their business.

### SECTION 3 - Operating a WOR(1)D Business

#### Adherence to the WOR(1)D Compensation Plan

members must adhere to the terms of the WOR(1)D Compensation Plan as set forth in official WOR(1)D literature. members shall not offer the WOR(1)D Opportunity through, or in combination with any other system, program, or method of marketing or communication other than that specifically set forth in official WOR(1)D literature. members shall not require or encourage other current or prospective Customers or members to participate in WOR(1)D in any manner that varies from the program as set forth in official WOR(1)D literature. members shall not require or encourage other current or prospective Customers or members to execute any agreement or contract other than official WOR(1)D agreements and contracts in order to become a WOR(1)D member. Similarly, members shall not require or encourage other current or prospective Customers or members to make any purchase from, or payment to, any individual or other entity to participate in the WOR(1)D Compensation Plan other than those purchases or payments identified as recommended or required in official WOR(1)D literature.

### Advertising

#### General

All members shall safeguard and promote the good reputation of WOR(1)D and its Products. The

marketing and promotion of WOR(l)D, the WOR(l)D Opportunity, the Compensation Plan, and WOR(l)D Products and Services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the Products and Services, and the tremendous Opportunity WOR(l)D offers, members may only use the sales aids and support materials produced by WOR(l)D, or materials that have received prior written approval from WOR(l)D's compliance department. To promote both the products and the opportunity WOR(l)D offers, members must use the sales aids and support materials produced by WOR(l)D. If WOR(l)D members develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding members' good intentions, they may unintentionally violate any number of statutes or regulations affecting the WOR(l)D business. These violations, although they may be relatively few in number, could jeopardize the WOR(l)D opportunity for all members. Accordingly, members 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 member receives specific written approval to use the material, the request shall be deemed denied. All members shall safeguard and promote the good reputation of WOR(l)D and its products. The marketing and promotion of WOR(l)D, the WOR(l)D opportunity, the Compensation Plan, and WOR(l)D products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

#### Member Web Sites

If an member desires to utilize an Internet web page to promote their business, they may do so only through an official WOR(l)D Captive website and the member must respect the requirements and characteristics of them.

#### Domain Names

members may not use or attempt to register any of WOR(l)D's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name.

#### Trademarks and Copyrights

WOR(l)D will not allow the use of its trade names, trademarks, designs, or symbols by any person, including WOR(l)D members, without its prior, concrete and explicit written permission. members may not produce for sale or distribution any recorded Company events and speeches without prior written explicit permission from WOR(l)D, nor may members reproduce for sale or for personal use any recording of Company produced audio or video tape presentations. The member will not use the

materials either gained as an member or that have been acquired through members own activities, for the purpose of committing direct or indirect acts of omissions. Any such usage may adversely affect the Company and is violation of this Agreement.

#### Media and Media Inquiries

members must not attempt to respond to media inquiries regarding WOR(l)D, its Products or Services, or their independent WOR(l)D business. All inquiries by any type of media must be immediately referred to WOR(l)D's Marketing Department. This policy is designed to assure that accurate and consistent information is provided to the public, and that the proper public image is maintained.

#### Unsolicited Email

WOR(l)D does not permit members to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal spam and Global and International regulations.

The costumer agrees to be bound by this legislation. Any email sent by an member that promotes WOR(l)D, the WOR(l)D Opportunity, or WOR(l)D Products and Services must comply with the following:

There must be a functioning return email address to the sender

There must be a notice in the email that advises the recipient that they may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her, (a functioning "opt-out" notice)

The email must clearly and conspicuously disclose that the message is an advertisement or solicitation

The use of deceptive subject lines and/or false header information is prohibited

All opt-out requests, whether received by email or regular mail, must be honored. If an member receives an opt-out request from a recipient of an email, the member must forward the opt-out request to the Company.

#### Unsolicited Faxes and e-mail

Except as provided in this section, members may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their WOR(l)D businesses. The term "automatic telephone dialing system" means equipment that has the capacity to:

store or produce telephone numbers to be called, using a random or sequential number generator to dial such numbers

The terms "unsolicited faxes and e-mail" means the transmission via telephone, facsimile, or electronic mail, respectively, of any material or information advertising or promoting WOR(l)D, its Products, its Compensation Plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail:

to any person with that person's prior express invitation or permission

to any person with whom the member has an established business or personal relationship

The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an member and a person, on the basis of:

An inquiry, application, purchase or transaction by the person regarding products offered by such member

A personal or familiar relationship, which relationship has not been previously terminated by either party

### Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes:

- The enrollment of individuals or entities without the knowledge of and/or execution of an independent member Application and Agreement by such individuals or entities
- The fraudulent enrollment of an individual or entity as an member or Customer
- The enrollment or attempted enrollment of non-existent individuals or entities as members or Customers ("phantoms")
- Purchasing WOR(l)D services on behalf of another member or Customer, or under another member's or Customer's I.D. number, to qualify for Commissions or Bonuses
- Purchasing excessive amounts of services that cannot reasonably be used
- 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-user consumers

### Request of Transfer of Sponsor

Any request for transfer of Sponsor must first be submitted to WOR(l)D in writing explaining the exact reason for the request of transfer.

Unless proof of documented extenuating circumstance are provided to Corporate, an member may legitimately change organizations only by voluntarily canceling their WOR(l)D business and remaining inactive, (i.e., no purchases of WOR(l)D Products for resale, no sales of WOR(l)D Products, no sponsoring, no attendance at any WOR(l)D functions, no participation in any other form of member activity, or operation of any other WOR(l)D business) for six (6) full calendar months. Following the six-month period of inactivity, the former member may reapply under a new Sponsor.

Although it is strongly discouraged and is seldom permitted, an independent member may transfer to a different Sponsor subject to the written approval of WOR(l)D, which may be withheld in its sole discretion, and if granted, will apply only to the independent member making the request and not their down-line organization. Transferring of Sponsor is subject to the following conditions, unless extenuating circumstance arises and WOR(l)D must exercise its right as the final decision-maker:

When the transferring independent member is within the same Sponsorship line, notarized signatures are required from (I) the requesting independent member. (II) the original Sponsor, and

(III) the requested new Sponsor;

When the transferring independent member is outside the original Sponsorship line, a notarized statement signed by all affected up-line independent members' must be submitted reflecting that each affected party understands and consents to the transfer:

Any Transfer shall be subject to an administration fee that shall be paid to WOR(l)D.

Furthermore, all parties involved shall agree to indemnify and hold WOR(l)D harmless against any claim, demand, liability, loss, cost, or expense, including, but not limited to, attorney's fees, arising or alleged to arise in connection with such a transfer. Commissions and bonuses previously paid out

based on the original organizational structure will not be affected or adjusted retroactively. WOR(1)D reserves the right to review all circumstances, obtain all facts, and reserves the right in all final decisions of this matter.

### Unauthorized Claims and Actions

#### Indemnification

An member is fully and exclusively responsible for all of their verbal and written statements made regarding WOR(1)D Products, Services, and the Compensation Plan which are not expressly contained in official WOR(1)D materials. members agree to indemnify WOR(1)D and WOR(1)D's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by WOR(1)D as a result of the member's unauthorized representations or actions. Their provision shall survive the termination of the member Agreement.

#### Income Claims

In an effort to conduct best business practices, WOR(1)D has developed the Income Disclosure Statement ("IDS"). The WOR(1)D IDS is designed to convey truthful, timely, and comprehensive information regarding the income that WOR(1)D members earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective members.

A copy of the IDS must be presented to a prospective member 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 member earned over a million dollars last year" or "Our average ranking member makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higher ranking members is ten thousand dollars on the low end to thirty thousand dollars a month on the high end."

#### Trade Shows, Expositions and Other Sales Forums

members may display and/or sell WOR(1)D Products or Services at trade shows and professional expositions. Before submitting a deposit to the event promoter, members must contact the member Services Department in writing for conditional approval, as WOR(1)D's policy is to authorize only one WOR(1)D 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 member Services Department. WOR(1)D further, at its sole discretion, 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, Services, or the WOR(1)D Opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image WOR(1)D wishes to portray.

## Conflicts of Interest

### Non-solicitation

wor(1)d **members or customer** are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"), until their participation in other multilevel does not involve conflicts of interest with the development of the proper business in wor(1)d and if such participation does not bear damages, of any kind, to the Company.

In any case, without exception, users registered as frontlines of the Company or those users who have the rank of President Gold or superior, cannot absolutely participate to other direct selling business. However, during the term of this Agreement, **customer or members** cannot directly or indirectly recruit other wor(1)d members or Customers for any other network marketing business.

If an member uses one of the prohibited acts described in the previous paragraphs, the Company, in its sole discretion and without prior notice, reserves the immediate cancellation of the position.

Furthermore, if the Independent Agreement of an member has been cancelled, the member will not be able to participate in the wor(1)d, he can only secure a new position 12 months after the cancellation of the existing position.

Members acknowledges and agrees that the only way to protect the goodwill, confidential, proprietary and trade secret information of Company and the integrity and stability of the sales force created by other Members is to prohibit all Members from recruiting and soliciting of other Wor(1)d Members to other companies during the term of this agreement and for a reasonable time thereafter. Consequently, in consideration for all of the rights granted by this Agreement, including the protection this non-solicitation provision affords to Member, for the term of this Agreement and for two (2) years after termination hereof, for any reason, Members agrees not to, directly or indirectly, recruit or solicit any of Company's other Members to join other direct sales, multi-level or network marketing companies.

For the term of this Agreement and for two (2) years after termination hereof, for any reason, Member agrees not to sell any product that is the same or similar to or competes with the products of Company within any country where Company sells its products.

Member agrees not to solicit, directly or indirectly, Company's Members to purchase services or products, except those of Company, throughout the term of this Agreement.

During the duration of the Independent member Agreement, the member position can be cancelled without prior notice and at the sole discretion of the Company, if this will be recruited, even by a former member to attend another mlm.

members and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed 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 wor(1)d agree that this non-solicitation provision shall apply to all markets in which wor(1)d conducts business.

### Sale and Promote of Competing Goods or Services

During the term of this Agreement and for six months thereafter, members must not sell, or attempt to sell, any competing non WOR(1)D programs, products or services to WOR(1)D Customers or members. Any program, Product or Service in the same generic categories as WOR(1)D Products or Services is deemed to be competing, regardless of differences in cost, quality or other

distinguishing factors.

#### Member Participation in Other Direct Selling Programs

If an member is engaged in other non WOR(1)D direct selling programs, it is the responsibility of the member to ensure that their WOR(1)D business is operated entirely separate and apart from any other program.

To this end, the following must be adhered to:

- members shall not display WOR(1)D promotional material, sales aids, Products or Services with or in the same location as, any non-WOR(1)D promotional material or sales aids, Products or Services
- members shall not offer the WOR(1)D Opportunity, Products or Services to prospective or existing Customers or members in conjunction with any non-WOR(1)D program, Opportunity, Product or Service
- members may not offer any non-WOR(1)D opportunity, Products, Services or Opportunity at any WOR(1)D-related meeting, seminar, or convention, or within a two hour and a five mile radius of the WOR(1)D event. If the WOR(1)D meeting is held telephonically or on the internet, any non-WOR(1)D meeting must be at least two hours before or after the WOR(1)D meeting, and on a different conference telephone number or internet web address from the WOR(1)D meeting

3.6.1

#### Down-line Activity (Genealogy) Reports

Down-line Activity Reports are available for member access in their WOR(1)D Official Back-office. member access to their Down-line Activity Reports is password protected. All Down-line Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to WOR(1)D.

Down-line Activity Reports are provided to members in strictest confidence and are made available to members for the sole purpose of assisting members in working with their respective Down-line Organizations in the development of their WOR(1)D business. members should use their Down-line Activity Reports to assist, motivate, and train their Down-line members. The member and WOR(1)D agree that, but for this agreement of confidentiality and nondisclosure, WOR(1)D would not provide Down-line Activity Reports to the member.

An member shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

Directly or indirectly disclose any information contained in any Down-line Activity Report to any

third party

Directly or indirectly disclose the password or other access code to their Down-line Activity Report

Use the information to compete with WOR(1)D or for any purpose other than promoting their WOR(1)D business

•Recruit or solicit any member or Customer of WOR(1)D listed on any report, or in any manner attempt to influence or induce any member or Preferred Customer of WOR(1)D, to alter their business relationship with WOR(1)D, or

Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Down-line Activity Report

Upon demand by the Company, any current or former member will return the original and all copies of Down-line Activity Reports to the Company. WOR(1)D at its sole discretion, reserves the

right to pursue remedy in the manner it deems fit according to the circumstances found upon review for any and all of the violation described above. WOR(l)D also in its sole discretion, reserves the timeframe that such remedy is enforced.

#### Targeting Other Direct Sellers

WOR(l)D does not condone members specifically or consciously targeting the sales force of another network-marketing and/or direct sales company to sell WOR(l)D Products or to become members for WOR(l)D, nor does WOR(l)D condone members solicitation or enticement of members of the sales force of another network-marketing and/or direct sales company to violate the terms of their contract with such other company. Should members engage in such activity, they stand the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a member alleging that they engaged in inappropriate recruiting activity of its sales force or customers, WOR(l)D will not pay any of member's defense costs or legal fees, nor will WOR(l)D indemnify the member for any judgment, award, or settlement.

#### Cross-Sponsoring

Actual or attempted Cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrollment of an individual or entity who already has a current Customer or member Agreement on file with WOR(l)D, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. members shall not demean, discredit or defame other WOR(l) D members in an attempt to entice another member to become part of the first member's marketing organization.

This policy shall not prohibit the transfer of a WOR(l)D business in accordance with Section 3.4. If Cross-sponsoring is discovered, it must be brought to the Company's attention immediately.

WOR(l)D may take disciplinary action against the member that changed organizations, and/or those members who encouraged or participated in the Cross-sponsoring. WOR(l)D may also move all or part of the offending member's Down-line to their original Down-line organization if the Company deems it equitable and feasible to do so. However, WOR(l)D is under no obligation to move the Cross-sponsored member's Down-line organization, and the ultimate disposition of the organization remains within the sole discretion of WOR(l)D. members waive all claims and causes of action against WOR(l)D arising from or relating to the disposition of the Cross-sponsored member's Down-line organization.

#### Errors or Questions

If a member has questions about or believes any errors have been made regarding Commissions, Bonuses, Down-line Activity Reports, or charges, the member must notify WOR(l)D in writing within sixty days of the date of the purported error or incident in question. The member cannot claim any dispute to WOR(l)D past this (60) sixty day limit, as stated in this paragraph.

WOR(l)D will not be responsible for any errors, omissions or problems not reported to the Company within (60) sixty days. members should demonstrate that they have sent, within the established time limit set forth in the Agreement, the communications of alleged error or incident. Once WOR(l) D receives a notice of the alleged error or incident by a member and/or Customer, the Company will promptly begin the examination of all aspects of the alleged error or incident. Once proper examination is completed the Company will notify the member and/or Customer as to

the results of their inquiry, and in a timely manner will proceed to rectify, if any, necessary corrections. WOR(1)D does not accept notices of alleged errors, or on behalf of third parties.

#### Governmental Approval or Endorsement

Neither international, federal nor state regulatory agencies, or officials approve or endorse any direct selling or network marketing company or program. Therefore, members shall not represent or imply that WOR(1)D or its Compensation Plan have been "approved," "endorsed", or otherwise sanctioned by any government agency.

#### Identification

All members are required to provide a Government's ID Number to WOR(1)D on the member Application and Agreement. Upon enrollment, WOR(1)D will provide a unique member Nickname to the member by which they will be identified. This nickname will be used to place orders, and track Commissions and Bonuses. In a manner determined by the Company, the member is also required to submit a valid passport or other identity document, a billing statement showing their current address, and any other document that WOR(1)D may require for the purpose of verifying the members identity and address. The member acknowledges and agrees that no alleged commissions or bonuses, or other financial transactions will be paid by Company to them if the above requested document(s) have not been presented to, and received by the Company from the member.

#### Income Taxes

Each member is responsible for paying local, state, and federal taxes on any income generated as an independent member. If a WOR(1)D Independent business is tax exempt, the Federal tax identification number must be provided to WOR(1)D. Every year WOR(1)D will provide an IRS Form 1099, MISC (Non- employee Compensation) earnings statement to each U.S. resident who:

Had earnings of over \$600.00 in the previous calendar year; or  
Made purchases during the previous calendar year in excess of \$5,000.00.

#### Member Status

Members are Independent Contractors, and are not purchasers of a business opportunity. The agreement between WOR(1)D 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 their services or for Federal or State tax purposes. All members are responsible for paying local, state, and federal taxes due from all compensation earned as an member of the Company. The member has no authority (expressed or implied), to bind the Company to any obligation. Each member shall establish their own goals, hours, and methods of sale, so long as they comply with the terms of the member Agreement, these Policies and Procedures, Code of Ethics, and applicable laws. The name of WOR(1)D and other names as may be adopted by WOR(1)D are proprietary trade names, trademarks and service marks of WOR(1)D, protected by applicable law. As such, these marks are of great value to WOR(1)D and are supplied to members for their use only in an expressly authorized manner. Use of WOR(1)D name on any item not produced by the Company is prohibited except as follows: member's Name Independent WOR(1)D member.

All members may list themselves as an "Independent WOR(1)D member" in the white or yellow

pages of the telephone directory under their own name. No member may place telephone directory display ads using WOR(1)D's name or logo. members may not answer the telephone by saying "WOR(1)D", "WOR(1)D Incorporated", or in any other manner that would lead the caller to believe that they have reached corporate offices of WOR(1)D. In addition, the member may not sign emails with WOR(1)D or WOR(1)D Incorporated. Doing so is strictly prohibited.

#### Insurance

members may wish to arrange insurance coverage for their businesses. Homeowner's insurance policies do not cover business-related injuries, theft, or damage to inventory or business equipment. Contacting your insurance agent to make certain that your business property is protected would be an astute decision. Business-related coverage can often be accomplished with a simple "Business Pursuit" endorsement attached to your Homeowner's policy.

#### Adherence to Laws and Ordinances

members shall comply with all international, federal, state, and local laws and regulations in the conduct of their businesses. Many cities, counties and countries have laws regulating certain Home-based businesses. In most cases these ordinances are not applicable to members because of the nature of their business. However, members must obey those laws that do apply to them.

member agrees that the responsibility for the absolute respect of any rules and laws are solely and exclusively for them. If a city or county official tells a member that an ordinance applies to them, the member shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of WOR(1)D.

In most cases there are exceptions to the ordinance that may apply to WOR(1)D members. Because of critical legal and tax considerations, WOR(1)D must limit the sale of its Products and the presentation of our business Opportunity to prospective customers and members within jurisdictions where such activities may be lawfully undertaken. Accordingly, a member may not sell or market the WOR(1)D Product or promote the business Opportunity in countries or territories that have not been officially opened by WOR(1)D. You may contact [legaloffice@worldgn.com](mailto:legaloffice@worldgn.com) if you have questions about which countries you may sell in.

#### Minors

A person who is recognized as a minor in their country of residence may not be a WOR(1)D member. members shall not enroll or recruit minors into the WOR(1)D program.

#### 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 WOR(1)D, at its sole discretion, may take any kind of action pursuant to the Statement of Policies and Procedures against the member. Similarly, if any individual affiliated 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 WOR(1)D may take disciplinary action against the entity.

### Sale, Transfer or Assignment of WOR(1)D Business

To request corporate authorization for a sale or transfer of a WOR(1)D member position, the following items must be submitted to the WOR(1)D Compliance Department:

A Sale/Transfer of member position form properly completed, with the requisite signatures.

A copy of the Sales Agreement signed and dated by both Buyer and Seller. A WOR(1)D member Agreement completed and signed by the Buyer. Payment of the \$100 administration fee.

Any additional supporting documentation requested by WOR(1)D.

Any debt obligations that either Seller or Buyer may have with WOR(1)D must be satisfied prior to the approval of the sale or transfer by WOR(1)D.

A WOR(1)D member who sells their member position is not eligible to re-enroll as a WOR(1)D member 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.

#### 3.19.1 Right of First Refusal (RFR)

All offers for the sale of a WOR(1)D position are subject to these rights of first refusal as described herein.

If the member receives a Good Faith Offer to purchase their interest in the position, the member shall first offer to sell such interest to the Company on the same terms and conditions contained in the Good Faith Offer. The member shall deliver the Good Faith Offer in writing to WOR(1)D and WOR(1)D shall have ten (10) business days in which to accept the offer. A "Good Faith Offer" is an arm's length written offer to purchase the WOR(1)D position reflected by way of a letter of intent or some other written document.

If the Company fails to exercise its RFR within the ten day time period, the member shall extend the same offer to their Sponsor who is not in violation of this Agreement. The offer shall be on the same terms and conditions as those contained in the Good Faith Offer. The Sponsor shall have ten (10) business days in which to accept or reject the offer.

If the Sponsor rejects or fails to exercise their RFR within the time allotted, the member may complete the sale of their rights in the position to the third party according to the same terms and conditions contained in the Good Faith Offer, provided, however, that the Company approves of the transaction as specified in section 11.6.

#### Separation of a WOR(1)D Business

WOR(1)D members sometimes operate their WOR(1)D businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce, or a corporation, partnership or trust, (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other members and the Company in a timely fashion, WOR(1)D will involuntarily terminate the member Agreement. WOR(1)D recognizes the possibility that two people, for example, husband and wife can share the same position. In this case, the member acknowledges that any privilege, included, but

not only limited to, or rights, will be recognized and attributed to only one of them. In this sense, it is the sole responsibility of the two people who share the same position, to organize and share the responsibilities, rights and privileges that arise from their work. Both persons are compromised to not expect and not claim anything to WOR(l)D in any case.

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

### 3.20.1

One of the parties may, with consent of the other(s), operate the WOR(l)D business pursuant to a written agreement whereby the relinquishing spouse, shareholders, partners or trustees authorize WOR(l)D to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.

### 3.20.2

The parties may continue to operate the WOR(l)D business jointly on a "business-as-usual" basis, where upon all compensation paid by WOR(l)D 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 Down-line Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstance will WOR(l)D split Commissions between divorcing spouses or members of dissolving entities. WOR(l) D will recognize only one Down-line Organization and will issue only one Commission per WOR(l)D business per Commission Cycle.

Commissions 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, WOR(l)D will provide a courtesy written notice to the involved parties, at the address and/or email of record, stating that the involved parties must notify Corporate of the official legal resolution within (14) fourteen business days of said notice, if at that time Corporate has not been notified in writing to the terms of the divorce or dissolution proceedings, the member Agreement shall then be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original WOR(l)D business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity member who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an member. In either case, however, the former spouse or business member 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.

### Sponsoring

All active members in good standing have the right to sponsor and enroll others into WOR(l)D, as indicated in the documents, Policies and Procedures of the Company. Each prospective Customer or

member has the ultimate right to choose his or her own Sponsor. If two members claim to be the Sponsor of the same new member or Customer, the Company shall regard the first application received by the Company as controlling.

#### Succession

Upon the death or incapacitation of an member, their business may be passed to their heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an member should consult an attorney to assist them in the preparation of a Will or other Testamentary instrument. Whenever a WOR(1)D business is transferred by a Will or other Testamentary process, the beneficiary acquires the right to collect all Bonuses and Commissions of the deceased member's marketing organization provided the following qualifications are met. The successor(s)/nominee must:

Execute an member Agreement

Comply with terms and provisions of the Agreement; and

Meet all of the qualifications for the deceased member's status

Bonus and Commission of a WOR(1)D business transferred pursuant to this section will be paid in a

single transaction jointly to the devisees. The devisees must provide WOR(1)D with an "address of record" to which all Bonus and Commissions will be sent

If the business is bequeathed to joint devisees, they must form a business entity and acquire any required Business identification number. WOR(1)D will issue all Bonus and Commissions to the business entity

If, after the death of an member or dissolution of a company, no person, natural or juridical, had applied for a transfer of rights and obligations generated by the deceased member or by the dissolved company, these rights and obligations will be handled directly by the Company. The period of six (6) months is peremptory

#### Transfer Upon Death of an member

To effect a Testamentary transfer of a WOR(1)D business, the successor/nominee must provide the following to WOR(1)D:

An original Death Certificate

A notarized copy of the Will or other instrument establishing the successor/nominee's right to the WOR(1)D business

(2) A completed and executed member Agreement, or the successor/nominee must have been noted to the Company in the application process and proper matching identification must be provided

#### Transfer Upon Incapacitation of an member

To effectuate a transfer of a WOR(1)D business because of incapacity, the successor/nominee must provide the following to WOR(1)D:

A notarized copy of an appointment as trustee

A notarized copy of the trust document or other documentation establishing the trustee's right to administer the WOR(1)D business

A completed member Agreement executed by the trustee. The required documents must be presented in ways established by WOR(1)D.

### 3.23 Telemarketing Techniques

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. Although WOR(1)D does not consider members to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties, (up to \$11,000.00.00 per violation). Therefore, members must not engage in telemarketing in the operation of their WOR(1)D businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a WOR(1)D Product or Service, or to recruit them for the WOR(1)D Opportunity.

"Cold calls" made to prospective customers or members that promote either WOR(1)D's Products or Services or the WOR(1)D Opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or member, (a "prospect") is permissible under the following situations:

#### 3.23.1.

If the member has an established business relationship with the prospect. An "established business relationship" is a relationship between an member and a prospect based on the prospect's purchase, rental, or lease of goods or services from the member, or a financial transaction between the prospect and the member, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a Product or Service.

#### 3.23.2.

The prospect's personal inquiry or application regarding a Product or Service offered by the member, within the three (3) months immediately preceding the date of such a call.

#### 3.23.3.

If the member receives written and signed permission from the prospect authorizing the member to call. The authorization must specify the telephone number(s) that the member is authorized to call.

#### 3.23.4.

You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months.

In addition, members shall not use automatic telephone dialing systems relative to the operation of their WOR(1)D businesses. The term "automatic telephone dialing system" means equipment that has the capacity to:

(a) Store or produce telephone numbers to be called, using a random or sequential number generator

to dial such numbers.

#### 3.24. One WOR(1)D Business account per member

An member may operate or have an ownership interest, legal, or equitable, as a sole proprietorship, partner, shareholder, trustee or beneficiary, in only one WOR(1)D business account. No individual may have, operate or receive compensation from more than one WOR(1)D business account. The other possible accounts will be immediately closed without the member can make any kind of claim with respect to orders, commissions or any type of benefit generated in these other accounts

### SECTION 4 RESPONSIBILITIES OF members

#### Change of Address, Telephone, and E-Mail Address

To ensure timely delivery of any correspondence support materials, and Commissions, it is critically important that WOR(1)D's files are current. members planning to change their e-mail address or move must send their new e-mail address, physical address and telephone numbers to [info@worldgn.com](mailto:info@worldgn.com). To guarantee proper delivery, two weeks advance notice must be provided to WOR(1)D on all changes.

#### Continuing Development Obligations

##### Ongoing Training

Any member who sponsors another member into WOR(1)D must perform a bona fide assistance with honesty and transparency and training function to ensure that their Down-line is properly operating their WOR(1)D business. members must have ongoing contact and communication with the members in their Down-line 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 Down-line members to WOR(1)D meetings, training sessions, and other functions.

Up-line members are also responsible to motivate and train new members in WOR(1)D product knowledge, effective sales techniques, the WOR(1)D Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of Down-line members must not, however, violate Section 3.2 (regarding the development of member-produced sales aids and promotional materials). members must monitor the members in their Down-line Organizations to ensure that Down-line members do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every member should be able to provide documented evidence to WOR(1)D of their ongoing fulfillment of the responsibilities of a Sponsor.

##### 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 WOR(1)D program. They will be called upon to share this knowledge with lesser experienced members within their organization.

##### Non-disparagement

WOR(1)D wants to provide its independent members with the best Products, Compensation Plan, and Service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to [info@worldgn.com](mailto:info@worldgn.com). Remember, to best serve you, we must hear from you! While WOR(1)D 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 taint the enthusiasm of other WOR(1)D members. For this reason, and to set the proper example for their Down-line, members must not disparage, demean, or make negative remarks about WOR(1)D, other WOR(1)D members, WOR(1)D's Products/Services, the Compensation Plan, or WOR(1)D's Directors, Officers, or Employees.

#### Providing Documentation to Applicants

members must provide the most current version of the WOR(1)D Statement of Policies and Procedures, WOR(1)D Terms and Conditions, WOR(1)D Compensation Plan and WOR(1)D Terms of Service to individuals whom they are sponsoring to become members before the applicant signs an member Agreement. Additional copies of Policies and Procedures can be downloaded from WOR(1)D's website.

#### Reporting Policy Violations

members observing a Policy violation by another member should submit a written report of the violation directly to the attention of the WOR(1)D Compliance Department, at [legaloffice@worldgn.com](mailto:legaloffice@worldgn.com).

Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. To safeguard the common interests of all WOR(1)D users, the company reserves the right, in its sole discretion, to apply the relevant measures to be proportionate in any case to any reported violation.

## SECTION 5 SALESREQUIREMENTS

### 5.1 Product/Service Sales

The WOR(1)D Compensation Plan is based on the sale of WOR(1)D Products and Services to ultimate users. members must fulfill personal and Down-line Organization retail sales requirements, (as well as meet other responsibilities set forth in the Agreement), to be eligible for Bonuses, Commissions and advancement to higher levels of achievement.

The following sales requirements must be satisfied for members to be eligible for Commissions:

#### 5.1.1 Personal Sales Volume Requirements

members must satisfy the Personal Sales Volume requirements to fulfill the requirements associated with their rank as specified in the WOR(1)D Compensation Plan. "Personal Sales Volume" includes purchases made by the member and purchases made by the member's personal customers. It is not required that WOR(1)D members purchase products as a condition to receiving bonuses.

#### 5.2. No Territory Restrictions

There are no exclusive territories granted to anyone.

SECTION 6  
BONUSES AND COMMISSIONS

Bonus and Commission Qualifications

wor(l)d reserves the right to establish the activation requirements each time.

These requirements will be communicated through wor(l)d's communication channels.

So long as an member complies with the terms established by the company, wor(l)d shall pay Commissions to such member in accordance with the Compensation Plan.

The bonuses and the amounts in the basic PayPlan are due to the distributor until he or she leaves the company or comes into conflict with it.

From that moment on, the company has the right to halt any commissions payments to the distributor.

The company also reserves the right to request the reimbursement of fees in case of fraud that may directly or indirectly involve the distributor.

In addition, if the distributor leaves the company or enters into open conflict with it, the company reserves the right to apply for reimbursement for extra bonuses received throughout the distributor's career in the company (promotions, trips, ownership of fully-paid cars, "equities," and any benefits). Such extra bonus payments must be returned with a 10 percent deduction in each subsequent year at the time they matured.

Adjustment to Bonuses and Commissions

6.2.1 Adjustments for Cancelled Services

members receive Bonuses and Commissions based on the actual sales of Products and Services to end consumers. When WOR(l)D issues a refund for cancelled Services, the Bonuses and Commissions attributable to the refunded services will be deducted, in the month 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 services.

6.3 Reports

All information provided by WOR(l)D in Down-line activity reports, including, but not limited to personal sales volume, (or any part thereof), and Down-line 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 card payments

Returned products

Credit card and charge-backs

The information is not guaranteed by WOR(l)D or any persons creating or transmitting the information.

All personal 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 full extent permissible under applicable law, WOR(l)D and/or other person creating or transmitting the information will not event be liable to any member or any one else foray direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and team 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 WOR(l)D or other person screating or transmitting the information shall have been advised of the possibility of such damages. To the full estextent permitted by law, WOR(l)D, or other person screating or transmitting the information shall haven o responsibility or liability to you or any one else under any tort, contract, negligence, strict liability, products liability or other theory with respectto anysubject matter of this agreement or terms and conditions related there to.

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

## SECTION 7 SATISFACTION GUARANTEES, RETURNS AND INVENTORY REPURCHASE

### Satisfaction Guarantee

If any Independent member or Customer is unsatisfied with any service or products, WOR(l)D offers 90/95 percent of the total cost, considering the nature of the product or service and the shipping status, as it is described in the Refund Terms document that the member commits to read and accept in its integrity.

The money back payments of the refund will be executed within 60 days of the time the returned product is received (or 60 days from the approval if there are no products to ship back).

### Return of Sales Aids by members Upon Cancellation

Upon cancellation of an member's Agreement, the member may return sales aids held in their inventory for a refund. members may only return sales aids that they personally purchased from WOR(l)D, (purchases from other members or third parties are not subject to refund), within twelve months prior to the date of cancellation so long as the materials are unopened and in Resalable condition. Upon receipt of Resalable sales aids, the member will be reimbursed 90% of the net cost of the original purchase price(s).

Shipping charges incurred by an member when the sales aids were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account.

SECTION 8  
DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including, but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an member that, in the sole discretion of the Company may damage its reputation or goodwill, may result, at WOR(l)D's discretion, in one or more of the following corrective measures:

Issuance of a written warning or admonition

Requiring the member to take immediate corrective measures

Imposition of a fine, which may be withheld from Bonuses and Commissions

Loss of rights to one or more Bonus or Commission payments

- WOR(l)D may withhold from an member all or part of the member's Bonuses and Commissions during the period that WOR(l)D is investigating any conduct allegedly in violation of the Agreement. If an member's business is canceled for disciplinary reasons, the member will not be entitled to recover any Commissions withheld during the investigation period
- Suspension of the individual's member Agreement for one or more pay periods

Involuntary termination of the offender's member Agreement

- Any other measure expressly allowed within any provision of the Agreement or which WOR(l)D deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the member's policy violation or contractual breach

In situations deemed appropriate by WOR(l)D, the Company may institute legal proceedings for monetary and/or equitable relief.

Grievances and Complaints

When an member has a grievance or complaint with another member regarding any practice or conduct in relationship to their respective WOR(l)D businesses, the complaining member should first report the problem to their Sponsor who should review the matter and try to resolve it with the other party's Up- line sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the member Services Department at the Company. The member Services Department will review the facts and initiate efforts towards a resolution of the matter.

Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by Florida 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 Florida. All parties shall be entitled to all discovery rights pursuant to any Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the Florida 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. Nothing in these Policies and Procedures shall prevent WOR(1)D 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 WOR(1)D'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.

8.1 Governing Law, Jurisdiction and Venue Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the State of Florida. The law of Florida shall govern all other matters relating to or arising from the Agreement.

## SECTION 9 INACTIVITY, RECLASSIFICATION, AND CANCELLATION

### Effect of Cancellation

So long as an member remains active and complies with the terms of the member Agreement, Code of Ethics, and these Policies and Procedures, WOR(1)D shall pay Commissions to such member in accordance with the Compensation Plan. An 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 Down-line organization). Following an member's non-renewal of their member Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of their member Agreement, (all of these methods are collectively referred to as "cancellation"), the former member shall have no right, title, claim or interest to the marketing organization which they operated, or any Commission or Bonus from the sales generated by the organization. An member whose business is cancelled will lose all rights as a member. This includes the right to sell WOR(1)D Products and Services and the right to receive future Commissions, Bonuses, or other income resulting from the sales and other activities of the member's former Down-line sales organization. In the event of cancellation, member agrees to waive all rights they may have, including, but not limited to property rights to their former Down-line organization and to any Bonuses, Commissions or other remuneration derived from the sales and other activities of their former Down-line organization.

Following an member's cancellation of their member Agreement, the former member shall not hold themselves out as a WOR(1)D member and shall not have the right to sell WOR(1)D Products or Services. An member whose member Agreement is canceled shall receive Commissions and Bonuses only for the last full pay period that they were active prior to cancellation, (less any amounts withheld during an investigation preceding an involuntary cancellation).

### Cancellation For Inactivity

If an member does not earn a Commission or Bonus for one year, their member Agreement will be cancelled for inactivity.

#### Involuntary Cancellation

An member's violation of any of the terms of the Agreement or violation of any document, rules or policies approved by the Company, including any amendments that may be made by WOR(l)D in its sole discretion, may result in any of the sanctions or measures listed in Section 8.1, including the involuntary cancellation of their member Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, to the member's last known address, or fax number, or to Afilliate's attorney, or when the member receives actual notice of cancellation, whichever occurs first.

#### Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company via mail, fax, or at [info@worldgn.com](mailto:info@worldgn.com). The written notice must include the member's signature, printed name, address, and member Nickname. If an member is also a subscriber to WOR(l)D's services, the member's Service Agreement shall continue in force unless the member also specifically requests that the service agreement also be canceled.

#### Non-renewal

An member may voluntarily cancel their member Agreement. WOR(l)D may also elect not to renew, at its sole discretion, an member's Agreement upon its anniversary date.

#### Customer Status Following Cancellation

If an member is also a WOR(l)D service subscriber, and their member Agreement is cancelled for any reason, but they continue to purchase WOR(l)D services, the former member will be classified as a retail customer.

## SECTION 10 DEFINITIONS

**Member** - A member who has received a Commission during the preceding twelve months and who has not had his or her member Agreement voluntarily or involuntarily cancelled.

**Active Rank** - The term "active rank" refers to the current rank of an member, as determined by the WOR(l)D Compensation Plan, for any month. To be considered "active" relative to a particular rank, an member must meet the criteria set forth in the WOR(l)D

Compensation Plan for his or her respective rank. (See the definition of "Rank" below.)  
**Agreement** - The contract between the Company and each member includes the member Application and Agreement, the WOR(l)D Statement of Policies and Procedures, WOR(l)D Terms and Conditions, WOR(l)D Compensation Plan and WOR(l)D Terms of Service, all in their current form and as amended by WOR(l)D in its sole discretion. These documents are collectively referred to as the "Agreement."

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

**Genealogy Report** - A report generated by WOR(l)D that provides critical data relating to the identities of members, sales information, and enrolment activity of each member's Marketing Organization. This report contains confidential and trade secret information which is proprietary to WOR(l)D.

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

**Official WOR(l)D Material** - Literature, audio or video tapes, and other materials developed, printed, published and distributed by WOR(l)D Corporate to members.

**Personal Production** - Moving WOR(l)D products or services to an end consumer for personal use.

**Qualified** - An member must have at least one personally sponsored and Active member on both his or her left and right legs.

**Rank** - The "title" that an member has achieved pursuant to the WOR(l)D Compensation Plan.

**Recruit** - For purposes of WOR(l)D's Conflict of Interest Policy (Section 3.7), the term "Recruit" means:

Actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another WOR(l)D member or Customer to enrol or participate in another multilevel marketing, network marketing or direct sales opportunity.

The conduct described in subsection (a) constitutes recruiting even if the member's actions are in response to an inquiry made by another member or Customer.

**Resalable** —Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) 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 sales aids at full price; 4) it is returned to WOR(l)D within one year from the date of purchase. Any sales aids that are clearly identified at the time of sale as non returnable, discontinued, or as a seasonal item, shall not be resaleable.

**Sales Volume** – Each Product/Service is assigned a point value and the Compensation Plan is based on the accumulation of these points.

**Sponsor** — A member who enrolls a Customer or another member into the Company, and is listed as the Sponsor on the member Application and Agreement. The act of enrolling others and training them to become members is called "sponsoring."