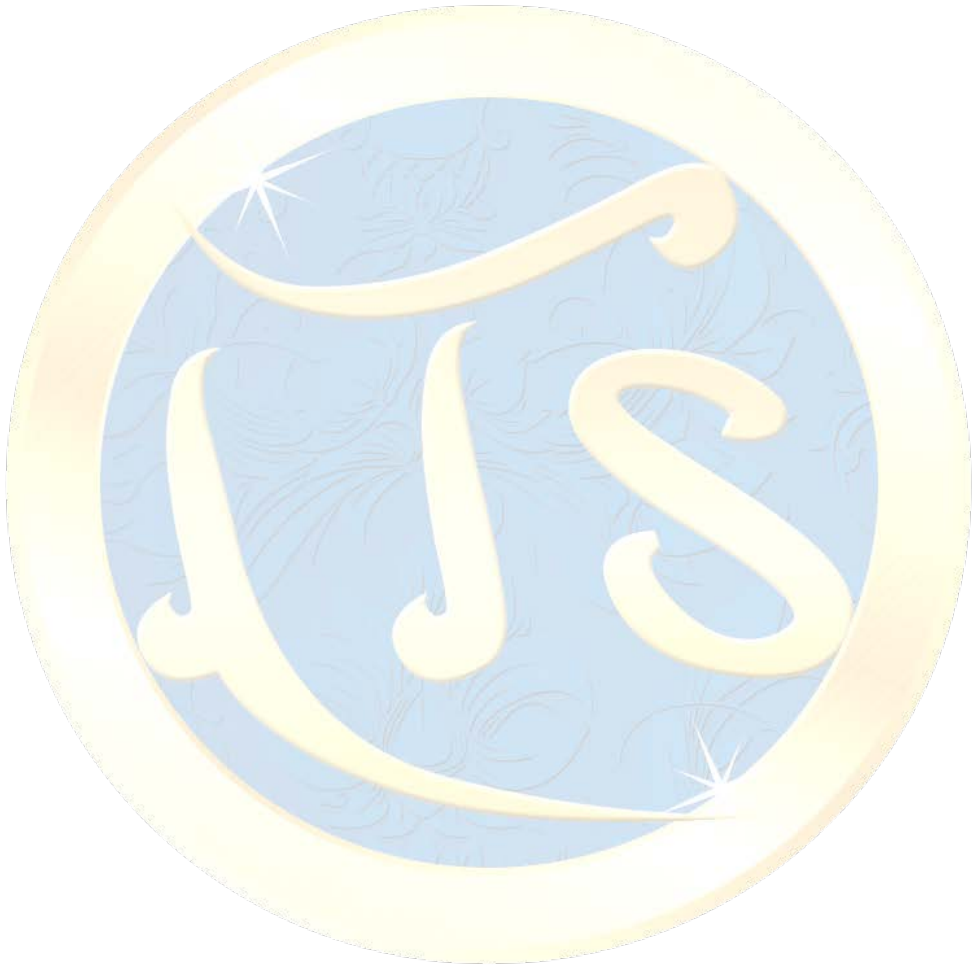


LIMITLESS RESOURCES CORPORATION

POLICIES and PROCEDURES



Effective March 01, 2016

SECTION 1 - 1 - Policies and Compensation Plan Incorporated into Distributor Agreement

These Policies and Procedures and the Compensation Plan, in their present form and as amended by LIMMITLESS RESOURCES CORPORATION (hereafter "LIMMITLESS" or the "Company"), are incorporated into, and form an integral part of, the LIMMITLESS Distributor Agreement. It is the responsibility of each Distributor to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the LIMMITLESS Distributor Application and Agreement, these Policies and Procedures, the LIMMITLESS Compensation Plan, and the LIMMITLESS Business Entity Registration Form (if applicable). These documents are incorporated by reference into the LIMMITLESS Distributor Agreement (all in their current form and as amended by LIMMITLESS).

SECTION 1 - 2 - Changes to the Agreement

LIMMITLESS reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Distributor Agreement, a Distributor agrees to abide by all amendments or modifications that LIMMITLESS elects to make. Amendments shall be effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) posting in Distributors' back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (6) special mailings. The continuation of a Distributor's LIMMITLESS business, the acceptance of any benefits under the Agreement, or a Distributor's acceptance of bonuses or commissions constitutes acceptance of all amendments.

SECTION 1 - 3 - 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.

SECTION 1 - 4 - 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 LIMMITLESS to exercise any right or power under the Agreement or to insist upon strict compliance by a Distributor 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 LIMMITLESS's right to demand exact compliance with the Agreement. The

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

SECTION 2 - BECOMING A DISTRIBUTOR

SECTION 2 - 1 - Requirements to Become a Distributor

To become a LIMMITLESS Distributor, each applicant must:

- Be at least 18 years of age;
- Reside in the United States, a U.S. Territory, or any country that LIMMITLESS has officially announced is open for business;
- Provide LIMMITLESS with his or her valid Social Security or Federal Tax ID number;
- Purchase a LIMMITLESS Starter Kit (optional for residents of North Dakota, Louisiana, Massachusetts and Wyoming); and
- Submit a properly completed Distributor Application and Agreement to LIMMITLESS either in hard copy or online format.

LIMMITLESS reserves the right to accept or reject any Distributor Application and Agreement for any reason or for no reason.

SECTION 2 - 2 - Starter Kits and Product Purchases

Except for the purchase of a LIMMITLESS Starter Kit, no person is required to purchase LIMMITLESS products or sales aids, or to pay any charge or fee to become a Distributor. In order to familiarize new Distributors with LIMMITLESS products, sales techniques, sales aids, and other matters, the Company requires that they purchase a Starter Kit. LIMMITLESS will repurchase resalable Starter Kits or products from any Distributor who terminates his or her Distributor Agreement pursuant to the terms of Section 7.3.

SECTION 2 - 3 - Distributor Benefits

Once a Distributor Application and Agreement has been accepted by LIMMITLESS, the benefits of the Compensation Plan and the Distributor Agreement are available to the new Distributor. These benefits include the right to:

- Sell LIMMITLESS products;
- Participate in the LIMMITLESS Compensation Plan (receive bonuses and commissions, if eligible);

- Sponsor other individuals as Preferred Customers or Distributors into the LIMMITLESS business and thereby, build a Marketing Organization and progress through the LIMMITLESS Compensation Plan;
- Receive periodic LIMMITLESS literature and other LIMMITLESS communications;
- Participate in LIMMITLESS-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by LIMMITLESS for its Distributors.

SECTION 2 - 4 - Term and Renewal of Your Independent LIMMITLESS Business

The term of the Distributor Agreement is one year from the date of its acceptance by LIMMITLESS (subject to prior termination or reclassification pursuant to Section 10). Distributors must renew their Distributor Agreement each year by paying an annual renewal fee of \$49.95 on or before the anniversary date of their Distributor Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Distributor Agreement, the Distributor Agreement will be canceled. Distributors may elect to utilize the Automatic Renewal Program ("ARP"□). Under the ARP, the renewal fee will be charged to the Distributor's credit card on file with the Company. Distributors without a credit card or bank account must renew by phone, mail, or through their Back Offices.

SECTION 3 - OPERATING AN INDEPENDENT LIMMITLESS BUSINESS

SECTION 3 - 1 - Distributor Created Marketing Methods and Tools

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

SECTION 3 - 2 - Advertising

SECTION 3 - 2 - 1 - General

All Distributors shall safeguard and promote the good reputation of LIMMITLESS and its products. The marketing and promotion of LIMMITLESS, the LIMMITLESS opportunity, the Compensation Plan, and LIMMITLESS products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and the tremendous opportunity LIMMITLESS offers, Distributors should use the sales aids, business tools and support materials produced by LIMMITLESS. The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and that the materials comply with the legal requirements of federal and state laws.

Accordingly, Distributors may only advertise or promote their LIMMITLESS business using approved tools, templates or images acquired through LIMMITLESS. No approval is necessary to use these approved tools. If a Distributor wishes to design his or her own online or offline marketing materials of any kind, the proposed designs must be submitted to the LIMMITLESS advertising department (info@limmitless.com) for consideration and inclusion in the template/image library. Unless the Distributor receives specific written approval from LIMMITLESS to use such tools, the request shall be deemed denied. Go to the Template Library tab in your back office for guidelines and to access the library.

Distributors may not sell sales aids to other LIMMITLESS Distributors. Therefore, Distributors who receive authorization from LIMMITLESS to produce their own sales aids may not sell such material to any other LIMMITLESS Distributor. Distributors may make approved material available to other Distributors free of charge if they wish, but may not charge other LIMMITLESS Distributors for the material.

LIMMITLESS further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Distributors waive all claims for damages or remuneration arising from or relating to such rescission.

SECTION 3 - 2 - 2 - Trademarks and Copyrights

The name of LIMMITLESS and other names as may be adopted by LIMMITLESS are proprietary trade names, trademarks and service marks of LIMMITLESS (collectively "marks"). As such, these marks are of great value to LIMMITLESS and are supplied to Distributors for their use only in an expressly authorized manner. LIMMITLESS will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including LIMMITLESS Distributors, in any unauthorized manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Distributors may not produce for sale or distribution any recorded Company events and speeches without written permission from LIMMITLESS. Nor may Distributors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an independent Distributor, you may use the LIMMITLESS name in the following manner

Distributor's Name
Independent LIMMITLESS Distributor

Example:

Alice Smits
Independent LIMMITLESS Distributor

Distributors may not use the name "LIMMITLESS" in any form in a team name, a tagline, an external website name, a personal website address or extension, in an e-mail address, as a personal name, or as a nickname. For example, a Distributor may not secure the domain name www.buylimitless.com. Nor may a Distributor create an email address such as LIMMITLESSsales@hotmail.com. Additionally, a Distributor may only use the phrase Independent LIMMITLESS Distributor in telephone greetings or on an answering machine to clearly separate the Distributor's independent LIMMITLESS business from LIMMITLESS.

SECTION 3 - 2 - 3 - Media and Media Inquiries

Distributors must not attempt to respond to media inquiries regarding LIMMITLESS, its products, or their independent LIMMITLESS business. All inquiries by any type of media must be immediately referred to LIMMITLESS's Customer Care Department (info@limitless.com). This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

SECTION 3 - 2 - 4 - Unsolicited Email

LIMMITLESS does not permit Distributors to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by a Distributor that promotes LIMMITLESS, the LIMMITLESS opportunity, or LIMMITLESS products 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 he or she 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 include the Distributor's physical mailing address.
- 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 a Distributor receives an opt-out request from a recipient of an email, the Distributor must forward the opt-out request to the Company.

LIMITLESS may periodically send commercial emails on behalf of Distributors. By entering into the Distributor Agreement, Distributor agrees that the Company may send such emails and that the Distributor's physical and email addresses will be included in such emails as outlined above. Distributors shall honor opt-out requests generated as a result of such emails sent by the Company.

SECTION 3 - 2 - 5 - Unsolicited Faxes

Except as provided in this section, Distributors may not use or transmit unsolicited faxes in connection with their LIMITLESS businesses. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting LIMITLESS, 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: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Distributor has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Distributor and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Distributor; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

SECTION 3 - 2 - 6 - Telephone Directory Listings

Distributors may list themselves as an "Independent LIMITLESS Distributor" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Distributor may place telephone or online directory display ads using LIMITLESS's name or logo. Distributors may not answer the telephone by saying "LIMITLESS", "LIMITLESS RESOURCES", "LIMITLESS RESOURCES CORPORATION", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of LIMITLESS. If a Distributor wishes to post his or her name in a telephone or online directory, it must be listed in the following format:

Distributor's Name
Independent LIMMITLESS Distributor

SECTION 3 - 2 - 7 - Television and Radio Advertising

Distributors may not advertise on television or radio except with LIMMITLESS's express written approval.

SECTION 3 - 2 - 8 - Advertised Prices

Distributors may not create their own marketing or advertising materials offering any LIMMITLESS products at a price less than the current prices plus shipping and applicable taxes.

SECTION 3 - 3 - Online Conduct

SECTION 3 - 3 - 1 - Distributor Web Sites

Distributors are provided with a replicated website by LIMMITLESS, from which they can take orders, enroll new Distributors, place customers on the Preferred Customer Autoship program, as well as manage their LIMMITLESS business. Distributors may use only replicated websites provided by LIMMITLESS to promote their LIMMITLESS businesses, and may not create their own websites to directly or indirectly promote LIMMITLESS's products or the LIMMITLESS opportunity.

SECTION 3 - 3 - 2 - LIMMITLESS Replicated Websites

Distributors receive a LIMMITLESS Replicated Website subscription to facilitate the online buying experience for their customers and enrollments of new Distributors. Distributors are solely responsible and liable for the content they add to their Replicated Websites and must regularly review the content to ensure it is accurate and relevant.

Distributors may not alter the branding, artwork, look, or feel of their Replicated Websites, and may not use their Replicated Websites to promote, market or sell non-LIMMITLESS products, services or business opportunities. Specifically, a Distributor may not alter the look (placement, sizing etc.) or functionality of the following:

1. The LIMMITLESS Independent Distributor Logo
2. The Distributor's Name
3. LIMMITLESS Corporate Website Redirect Button
4. Artwork, logos, or graphics

5. Original text.

Because Replicated Websites reside on the limmitless.com domain, LIMMITLESS reserves the right to receive analytics and information regarding the usage of your website.

By default, a Distributor's LIMMITLESS Replicated Website URL is www.limmitless.com/<Distributor ID#>. The Distributor must change this default ID and choose a uniquely identifiable website name that cannot:

- a) Be confused with other portions of the LIMMITLESS corporate website;
- b) Confuse a reasonable person into thinking they have landed on a LIMMITLESS corporate page;
- c) Be confused with any LIMMITLESS name;
- d) Contain any discourteous, misleading, or off-color words or phrases that may damage LIMMITLESS's image.

SECTION 3 - 3 - 3 - Domain Names, email Addresses and Online Aliases

Distributors shall not use or register "LIMMITLESS" or any of LIMMITLESS's trademarks, product names, or any derivative thereof, for any Internet domain name, email address, or online aliases. Additionally, a Distributor cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of LIMMITLESS. If a Distributor registers a domain name that has the word "LIMMITLESS" in it, such Distributor agrees that he or she will transfer the domain to the Company upon the Company's demand, LIMMITLESS will only pay the original domain name registration fee.

SECTION 3 - 3 - 4 - LIMMITLESS Hotlinks

When directing readers to a LIMMITLESS Replicated Website it must be evident from a combination of the link and the surrounding context that the link will be resolving to the site of an independent LIMMITLESS Distributor. Attempts to mislead web traffic into believing they are going to a LIMMITLESS corporate site, when in fact they land at a Distributor's Replicated Website will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at LIMMITLESS's sole discretion.

SECTION 3 - 3 - 5 - Monetizing Replicated Websites

Distributors may not monetize their Replicated Websites through affiliate programs, adSense or similar programs.

SECTION 3 - 3 - 6 - Online Classifieds

Distributors may not use online classifieds (including Craigslist) to list, sell or retail specific LIMMITLESS products or product bundles. Distributors may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the LIMMITLESS business opportunity, provided LIMMITLESS-approved templates/images are used. These templates will identify the Distributor as an Independent LIMMITLESS Distributor. If a link or URL is provided, it must link to the Distributor's Replicated Website.

SECTION 3 - 3 - 7 - eBay / Online Auctions

LIMMITLESS's products may not be listed on eBay or other online auctions, nor may Distributors enlist or knowingly allow a third party to sell LIMMITLESS products on eBay or other online auction.

SECTION 3 - 3 - 8 - Online Retailing

Distributors may not list or sell LIMMITLESS products on any online retail store or ecommerce site, nor may a Distributor enlist or knowingly allow a third party to sell LIMMITLESS products on any online retail store or ecommerce site.

SECTION 3 - 3 - 9 - Banner Advertising

Distributors may place banner advertisements on a website provided the Distributor uses LIMMITLESS-approved templates and images. All banner advertisements must link to a Distributor's Replicated Website. Distributors may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with LIMMITLESS products or the LIMMITLESS opportunity.

SECTION 3 - 3 - 10 - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments that a Distributor makes on blogs, forums, guest books etc. must be unique, informative and relevant.

SECTION 3 - 3 - 11 - Digital Media Submission (YouTube, iTunes, Facebook, Pinterest, etc.)

Distributors may upload, submit or publish LIMMITLESS-related video, audio or photo content that they develop and create so long as it aligns with LIMMITLESS values, contributes to the LIMMITLESS community greater good and is in compliance with LIMMITLESS's Policies and Procedures. All submissions must clearly identify the submitter as an Independent LIMMITLESS Distributor in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the submitter is solely responsible for this content. Distributors may not upload, submit or publish any content (video, audio, presentations or any computer files) received from LIMMITLESS or captured at official LIMMITLESS events or in buildings owned or operated by LIMMITLESS without prior written permission.

SECTION 3 - 3 - 12 - Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Distributor's Replicated Website. The display URL must also be to the sponsoring Distributor's Replicated Website, and must not portray any URL that could lead the user to believe they are being directed to a LIMMITLESS Corporate site, or be inappropriate or misleading in any way.

SECTION 3 - 3 - 13 - Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should a Distributor utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the Distributor agrees to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Distributor's LIMMITLESS Replicated Website.
- It is each Distributor's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by a Distributor that is used to discuss or promote LIMMITLESS's products or the LIMMITLESS opportunity may not link to any website, social media site, or site of any other nature, other than the Distributor's LIMMITLESS replicated website.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a Distributor may not use any social media site on which they discuss or promote, or have discussed or promoted, the LIMMITLESS business or LIMMITLESS's products to directly or indirectly solicit LIMMITLESS Distributors for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Distributor shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Distributors relating to the Distributor's other direct selling business activities. Violation of this provision shall constitute a violation of the nonsolicitation provision in Section 3.11 below.
- A Distributor may post or "pin" photographs of LIMMITLESS products on a social media site, but only photos that are provided by LIMMITLESS and downloaded from the Distributor's Back-Office may be used.

- If a Distributor creates a business profile page on any social media site that promotes or relates to LIMMITLESS, its products, or opportunity, the business profile page must relate exclusively to the Distributor's LIMMITLESS business and LIMMITLESS products. If the Distributor's LIMMITLESS business is cancelled for any reason or if the Distributor becomes inactive, the Distributor must deactivate the business profile page.

SECTION 3 - 4 - Business Entities

A corporation, limited liability company (LLC), partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a LIMMITLESS Distributor by submitting a Distributor Application and Agreement along with a properly completed Business Entity Registration Form and a properly completed IRS Form W-9. The Business Entity and its shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to LIMMITLESS, compliance with the LIMMITLESS Policies and Procedures, compliance with the LIMMITLESS Distributor Agreement, and all other obligations to LIMMITLESS.

To prevent the circumvention of Sections 3.26 (regarding transfers and assignments of a LIMMITLESS business) and 3.5 (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or LIMMITLESS, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify LIMMITLESS in writing that he or she has terminated his or her affiliation with the Business Entity, and must comply with the provisions of Section 3.26. In addition, the Affiliated Party foregoing his or her interest in the Business Entity may not participate in any other LIMMITLESS business for six consecutive calendar months in accordance with Section 3.5.3. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 3.26.

The modifications permitted within the scope of this Section do not include a change of sponsorship. **Changes of sponsorship are addressed in Section 3.5, below.** There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Distributor Application and Agreement. LIMMITLESS may, at its discretion, require notarized documents before implementing any changes to a LIMMITLESS business. Please allow thirty (30) days after the receipt of the request by LIMMITLESS for processing.

SECTION 3 - 4 - 1 - Changes to a Business Entity

Each Distributor must immediately notify LIMMITLESS of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

SECTION 3 - 5 - Change of Sponsor

LIMMITLESS strongly discourages changes in sponsorship. Accordingly, the transfer of a LIMMITLESS business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Distributor Services Department, and must include the reason for the transfer. Transfers will only be considered in the following three circumstances:

SECTION 3 - 5 - 1 - Misplacement

In cases in which the new Distributor is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, a Distributor 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 days from the date of enrollment. The Distributor requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is up to LIMMITLESS's discretion whether the requested change will be implemented.

SECTION 3 - 5 - 2 - Upline Approval

The Distributor seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of all parties whose income will be affected by the transfer. Photocopied or facsimile signatures are not acceptable. All Distributor signatures must be notarized. The Distributor who requests the transfer must submit a fee of \$150.00 for administrative charges and data processing. If the transferring Distributor also wants to move any of the Distributors in his or her Marketing Organization, **each downline Distributor** must also obtain a properly completed Sponsorship Transfer Form and return it to LIMMITLESS with the \$150.00 change fee (i.e., the transferring Distributor and **each Distributor in his or her Marketing Organization multiplied by \$150.00** is the cost to move a LIMMITLESS business.) Downline Distributors will not be moved with the transferring Distributor unless all of the requirements of this paragraph are met. Transferring Distributors must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by LIMMITLESS for processing and verifying change requests.

SECTION 3 - 5 - 3 - Cancellation and Re-application

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

SECTION 3 - 6 - Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by a Distributor, LIMMITLESS 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, **DISTRIBUTORS WAIVE ANY AND ALL CLAIMS AGAINST LIMMITLESS, ITS OFFICERS, DIRECTORS, OWNERS,**

EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM LIMMITLESS'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

SECTION 3 - 7 - Unauthorized Claims and Actions

SECTION 3 - 7 - 1 - Indemnification

A Distributor is fully responsible for all of his or her verbal and written statements made regarding LIMMITLESS products and the Compensation Plan that are not expressly contained in official LIMMITLESS materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Distributors agree to indemnify LIMMITLESS and LIMMITLESS's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by LIMMITLESS as a result of the Distributor's unauthorized representations or actions. This provision shall survive the termination of the Distributor Agreement.

SECTION 3 - 7 - 2 - Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by LIMMITLESS may be made except those contained in official LIMMITLESS literature. In particular, no Distributor may make any claim that LIMMITLESS products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims, and they may lack adequate substantiation. Not only are such claims in violation of the Distributor Agreement, they also violate the laws and regulations of the United States, Canada, and other countries.

SECTION 3 - 7 - 3 - Compensation Plan Claims

When presenting or discussing the LIMMITLESS Compensation Plan, Distributors must make it clear to prospective Distributors that financial success with LIMMITLESS requires commitment, effort, and sales skill. Conversely, Distributors must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- It's a turnkey system;
- The system will do the work for you;
- Just get in and your downline will build through spillover;
- Just join and I will build your downline for you;
- The company does all the work for you;
- You don't have to sell anything; or
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Compensation Plan. It is important that Distributors do not make these or any other representations that could lead a prospective Distributor to believe that he or she can be successful as a LIMMITLESS Distributor without commitment, effort, and sales skill.

SECTION 3 - 7 - 4 - Income Claims

Because LIMMITLESS Distributors do not have the data necessary to comply with the legal requirements for making income claims, a Distributor, when presenting or discussing the LIMMITLESS opportunity or Compensation Plan to a prospective Distributor, may not make income projections, income claims, or disclose his or her LIMMITLESS income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

SECTION 3 - 8 - Repackaging and Re-labeling Prohibited

LIMMITLESS products may only be sold in their original packaging. Distributors may not repackage, re-label, or alter the labels on LIMMITLESS products. Tampering with labels/packaging could be a violation of federal and state laws, and may result in civil or criminal liability. Distributors may affix a personalized sticker with the Distributor's personal/contact information to each product or product container, as long as this is done without removing existing labels or covering any text, graphics, or other material on the product label.

SECTION 3 - 9 - Commercial Outlets

Distributors may not sell LIMMITLESS products from a commercial outlet, nor may Distributors display or sell LIMMITLESS products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell LIMMITLESS products.

SECTION 3 - 10 - Trade Shows, Expositions and Other Sales Forums

Distributors may display and/or sell LIMMITLESS products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Distributors must contact the Customer Care Department in writing for conditional approval, as LIMMITLESS's policy is to authorize only one LIMMITLESS business per event. Final approval will be granted to the first Distributor who submits an official advertisement of the event, a copy of the contract signed by both the Distributor 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 Care Department. LIMMITLESS 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 LIMMITLESS 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 LIMMITLESS wishes to portray.

SECTION 3 - 11 - Conflicts of Interest

SECTION 3 - 11 - 1 - Nonsolicitation

LIMMITLESS Distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, Distributors may not directly or indirectly Recruit other LIMMITLESS Distributors or Preferred Customers for any other network marketing business.

Following the cancellation of a Distributor's Independent Distributor Agreement, and for a period of six calendar months thereafter, with the exception of a Distributor who was personally sponsored by the former Distributor, a former Distributor may not Recruit any LIMMITLESS Distributor or Preferred Customer for another network marketing business.

During the term of this Agreement and for a period of 12 calendar months thereafter, a Distributor may not use any social media site on which they discuss or promote, or have discussed or promoted, the LIMMITLESS business or LIMMITLESS's products to directly or indirectly Recruit LIMMITLESS Distributors for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Distributor shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Distributors relating to the Distributor's other direct selling business activities.

Distributors 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, Distributors and LIMMITLESS agree that this non-solicitation provision shall apply nationwide and to all international markets in which LIMMITLESS Distributors are located. This provision shall survive the termination or expiration of the Agreement.

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 LIMMITLESS Distributor or Preferred Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

SECTION 3 - II - 2 - Distributor Participation in Other Direct Selling Programs

If a Distributor is engaged in other non-LIMMITLESS direct selling programs, it is the responsibility of the Distributor to ensure that his or her LIMMITLESS business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Distributors must not sell, or attempt to sell, any competing non-LIMMITLESS programs, products or services to LIMMITLESS Preferred Customers or Distributors. Any program, product or services in the same generic categories as LIMMITLESS products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- Distributors shall not display LIMMITLESS promotional materials, sales aids, or products with or in the same location as any non-LIMMITLESS promotional materials, sales aids, products or services.
- Distributors shall not offer the LIMMITLESS opportunity or products to prospective or existing Preferred Customers or Distributors in conjunction with any non-LIMMITLESS program, opportunity, product or service.
- Distributors may not offer any non-LIMMITLESS opportunity, products, services or opportunity at any LIMMITLESS-related meeting, seminar, convention, webinar, teleconference, or other function.

SECTION 3 - II - 3 - Confidential Information

"Confidential Information" includes, but is not limited to, Downline Genealogy Reports, the identities of LIMMITLESS Preferred Customers and Distributors, contact information of LIMMITLESS Preferred Customers and Distributors, Distributors' Personal and Group Volumes, and Distributor rank and/or achievement levels. Confidential Information is, or may be available, to Distributors in their respective back-offices. Distributor access to such Confidential Information is password protected, is confidential, and constitutes proprietary information and business trade secrets belonging to

LIMITLESS. Such Confidential Information is provided to Distributors in strictest confidence and is made available to Distributors for the sole purpose of assisting Distributors in working with their respective Marketing Organizations in the development of their LIMITLESS business. Distributors may not use any Confidential Information for any purpose other than for developing their independent LIMITLESS businesses. Where a Distributor participates in other direct selling or multilevel marketing ventures, the Distributor is not eligible to have access to certain Confidential Information, including, but not limited to, Downline Genealogy Reports. Distributors should use the Confidential Information to assist, motivate, and train their downline Distributors, and for no other purpose. In so doing, a Distributor may not disclose the Confidential Information to any third party, including, without limitation, his or her downline Distributors. The Distributor and LIMITLESS agree that, but for this agreement of confidentiality and nondisclosure, LIMITLESS would not provide Confidential Information to the Distributor.

To protect the Confidential Information, a Distributor shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her back-office;
- Use any Confidential Information to compete with LIMITLESS or for any purpose other than promoting his or her LIMITLESS business; or
- Recruit or solicit any Distributor or Preferred Customer of LIMITLESS listed on any report or in the Distributor's back-office, or in any manner attempt to influence or induce any Distributor or Preferred Customer of LIMITLESS, to alter their business relationship with LIMITLESS.

The obligation of a Distributor to not disclose any Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether a Distributor's Agreement has been terminated, or whether the Distributor is or is not otherwise affiliated with the Company.

SECTION 3 - 12 - Targeting Other Direct Sellers

LIMITLESS does not condone Distributors specifically or consciously targeting the sales force of another direct sales company to sell LIMITLESS products or to become Distributors for LIMITLESS, nor does LIMITLESS condone Distributors solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Distributors engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Distributor alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, LIMITLESS will not pay any of the

Distributor's defense costs or legal fees, nor will LIMMITLESS indemnify the Distributor for any judgment, award, or settlement.

SECTION 3 - 13 - Errors or Questions

If a Distributor has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Distributor must notify LIMMITLESS in writing within 60 days of the date of the purported error or incident in question. LIMMITLESS will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

SECTION 3 - 14 - Governmental Approval or Endorsement

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

SECTION 3 - 15 - Holding Applications or Orders

Distributors must not manipulate enrollments of new applicants and purchases of products. All Distributor Applications and Agreements, and product orders must be sent to LIMMITLESS within 72 hours from the time they are signed by a Distributor or placed by a customer, respectively.

SECTION 3 - 16 - Income Taxes

Each Distributor is responsible for paying local, state and federal taxes on any income generated as an Independent Distributor. If a Distributor's LIMMITLESS business is tax exempt, the Federal tax identification number must be provided to LIMMITLESS. Every year, LIMMITLESS will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000.

LIMMITLESS cannot provide Distributors with any personal tax advice. Distributors should consult with their own tax accountant, tax attorney, or other tax professional.

SECTION 3 - 17 - Independent Contractor Status

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

SECTION 3 - 18 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

SECTION 3 - 19 - International Marketing

Distributors are authorized to sell LIMMITLESS products, and enroll Preferred Customers or Distributors only in the countries in which LIMMITLESS is authorized to conduct business, as announced in official Company literature. LIMMITLESS products or sales aids may not be shipped into or sold in any foreign country. Distributors may sell, give, transfer, or distribute LIMMITLESS products or sales aids only in their home country. In addition, no Distributor may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Preferred Customers or Distributors; or (c) conduct any other activity for the purpose of selling LIMMITLESS products, establishing a Marketing Organization, or promoting the LIMMITLESS opportunity.

SECTION 3 - 20 - Excess Inventory and Bonus Buying

Distributors must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Distributor to buy more products than they can reasonably use or sell to retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a third party (a "straw man") or through the use of any other artifice.

SECTION 3 - 21 - Adherence to Laws and Ordinances

Distributors shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Distributors because of the nature of their business. However,

Distributors must obey those laws that do apply to them. If a city or county official tells a Distributor that an ordinance applies to him or her, the Distributor shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of LIMMITLESS.

SECTION 3 - 22 - One LIMMITLESS Business Per Distributor and Per Household

A Distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one LIMMITLESS business. No individual may have, operate or receive compensation from more than one LIMMITLESS business. Individuals of the same Household may not enter into or have an interest in more than one LIMMITLESS Business. A "Household" is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting.

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

An exception to the one business per Distributor/Household rule will be considered on a case by case basis if two Distributors get married or move in together, or in cases of a Distributor receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Customer Care Department.

SECTION 3 - 23 - Actions of Household Members or Affiliated Parties

If any member of a Distributor's immediate household engages in any activity which, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and LIMMITLESS may take disciplinary action pursuant to these Policies and Procedures against the Distributor. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and LIMMITLESS may take disciplinary action against the Business Entity. Likewise, if a Distributor enrolls in LIMMITLESS as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

SECTION 3 - 24 - Requests for Records

Any request from a Distributor for copies of invoices, applications, downline activity reports, or other records will require an administrative fee of \$25.00, plus \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

SECTION 3 - 25 - Roll-up of Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of a LIMMITLESS business, each Distributor in the first level immediately below the terminated Distributor on the date of the cancellation (referred to in this Section as a "First Level Distributor"□) will have the opportunity to qualify to roll up into the position of the terminated Distributor provided the First Level Distributor has not been in violation of the terms of the LIMMITLESS Distributor Application and Agreement or any LIMMITLESS policy within the previous 12 months.

The roll up will be awarded to the qualified First Level Distributor with the highest Paid-As Rank on the date of the cancellation. In the event of a tie between two or more First Level Distributors, the following criteria will be applied, in the order listed, until the tie is broken:

- The Distributor with the largest number of active personally enrolled Preferred Customers;
- The Distributor whose Marketing Organization has the largest number of active Preferred Customers; and
- The Distributor whose Marketing Organization has the highest average product order (measured by dollar sales) per customer.

Prior to any roll up, LIMMITLESS may audit the Marketing Organization of the First Level Distributor who will receive the roll up. If the First Level Distributor who would be receiving the roll up has any invalid enrollments or sales (i.e., enrollments or sales obtained in violation of these Policies and Procedures) or has been involved in any Policy violations within the preceding twelve calendar months, such Distributor shall be disqualified from receiving the roll up.

SECTION 3 - 26 - Sale, Transfer or Assignment of an Independent LIMMITLESS Business

Although a LIMMITLESS business is a privately owned and independently operated business, the sale, transfer or assignment of a LIMMITLESS business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a LIMMITLESS business, is subject to certain limitations. If a Distributor wishes to sell his or her LIMMITLESS business, or interest in a Business Entity that owns or operates a LIMMITLESS business, the following criteria must be met:

- The selling Distributor must offer LIMMITLESS the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. LIMMITLESS shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified LIMMITLESS Distributor. If the buyer is an active LIMMITLESS Distributor, he or she must first terminate his or her LIMMITLESS business and wait six calendar months before acquiring any interest in a different LIMMITLESS business.
- Before the sale, transfer or assignment can be finalized and approved by LIMMITLESS, any debt obligations the selling party has with LIMMITLESS must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a LIMMITLESS business.

Prior to selling an independent LIMMITLESS business or Business Entity interest, the selling Distributor must notify LIMMITLESS's Compliance Department in writing and advise of his or her intent to sell his or her LIMMITLESS business or Business Entity interest. The selling Distributor must also receive written approval from the Compliance Department before proceeding with the sale. **No changes in line of sponsorship can result from the sale or transfer of a LIMMITLESS business.**

SECTION 3 - 27 - Separation of a LIMMITLESS Business

LIMMITLESS Distributors sometimes operate their LIMMITLESS businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity 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.

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

□ One of the parties may, with consent of the other(s), operate the LIMMITLESS business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize LIMMITLESS to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.

□ The parties may continue to operate the LIMMITLESS business jointly on a "business-as-usual" basis, whereupon all compensation paid by LIMMITLESS 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 Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, **under no circumstances** will LIMMITLESS split commission and bonus checks between divorcing spouses or members of dissolving entities. LIMMITLESS will recognize only one Marketing Organization and will issue only one commission check per LIMMITLESS business per commission cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original LIMMITLESS business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six 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 calendar months from the date of the final dissolution before re-enrolling as a Distributor. In either case, the former spouse or business affiliate shall have no rights to any Distributors in their former Marketing Organization or to any former retail customer or Preferred Customer. They must develop the new business in the same manner as would any other new Distributor.

SECTION 3 - 28 - Sponsoring Online

When sponsoring a new Distributor through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, LIMMITLESS's Policies and Procedures, and the LIMMITLESS Compensation Plan. The Sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

SECTION 3 - 29 - Succession

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

- Execute a Distributor Agreement;
- Comply with terms and provisions of the Agreement; and
- Meet all of the qualifications for the deceased Distributor's status.

The devisee(s) must provide LIMMITLESS with an "address of record" to which all bonus and commission checks will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. LIMMITLESS will issue all bonus and commission checks and one 1099 to the business entity.

SECTION 3 - 29 - 1 - Transfer Upon Death of a Distributor

To effect a testamentary transfer of a LIMMITLESS business, the executor of the estate must provide the following to LIMMITLESS: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to LIMMITLESS specifying to whom the business and income should be transferred.

SECTION 3 - 29 - 2 - Transfer Upon Incapacitation of a Distributor

To effectuate a transfer of a LIMMITLESS business because of incapacity, the successor must provide the following to LIMMITLESS: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the LIMMITLESS business; and (3) a completed Distributor Agreement executed by the trustee.

SECTION 3 - 30 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission 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 LIMMITLESS does not consider Distributors 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.

Therefore, Distributors must not engage in telemarketing in the operation of their LIMMITLESS businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a LIMMITLESS product, or to recruit them for the LIMMITLESS opportunity. "Cold calls" made to prospective customers or Distributors that promote either LIMMITLESS's products or the LIMMITLESS opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Distributor (a "prospect") is permissible under the following situations:

□ If the Distributor has an established business relationship with the prospect. An "established business relationship" □ is a relationship between a Distributor and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Distributor, or a financial transaction between the prospect

and the Distributor, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.

□ In response to a prospect's personal inquiry or application regarding a product or service offered by the Distributor, within the three (3) months immediately preceding the date of such a call.

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

□ If the prospect is a family member, a personal friend, or an acquaintance. An "acquaintance" is someone with whom a Distributor has at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if a Distributor engages in "card collecting" with everyone the Distributor meets and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if a Distributor engages in calling "acquaintances," the Distributor must make such calls on an occasional basis only and not make this a routine practice.

Distributors shall not use automatic telephone dialing systems or software relative to the operation of their LIMMITLESS businesses. Distributors shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the LIMMITLESS products or opportunity.

SECTION 3 - 31 - Back Office Access

LIMMITLESS makes online back offices available to its Distributors. Back offices provide Distributors access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Distributor's LIMMITLESS business and to increase sales of LIMMITLESS products. However, access to a back office is a privilege, and not a right. LIMMITLESS reserves the right to deny Distributors' access to the back office at its sole discretion.

SECTION 4 - RESPONSIBILITIES OF DISTRIBUTORS

SECTION 4 - 1 - Change of Contact Information

To ensure timely delivery of products, support materials, commissions, and tax documents, it is important that LIMMITLESS's files are current. Street addresses are required for shipping. Distributors planning to change any of their contact information or move must update their contact information via the Back Office function of the Distributor's replicated LIMMITLESS website or send their new contact information to

info@limmyless.com or to LIMMITLESS: 12981 Perris Blvd. Suite 101, Moreno Valley, CA 92553. To guarantee proper delivery, two weeks advance notice must be provided to LIMMITLESS on all changes.

SECTION 4 - 2 - Continuing Development Obligations

SECTION 4 - 2 - 1 - Ongoing Training

Any Distributor who sponsors another Distributor into LIMMITLESS must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her LIMMITLESS business. Distributors must have ongoing contact and communication with the Distributors in their Marketing 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 Distributors to LIMMITLESS meetings, training sessions, and other functions. Upline Distributors are also responsible to motivate and train new Distributors in LIMMITLESS product knowledge, effective sales techniques, the LIMMITLESS Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Distributors must not, however, violate Sections 3.1 and/or 3.2 (regarding the development of Distributor-produced sales aids and promotional materials).

Distributors should monitor the Distributors in their Marketing Organizations to guard against downline Distributors making improper product or business claims, or engaging in any illegal or inappropriate conduct.

SECTION 4 - 2 - 2 - Increased Training Responsibilities

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

SECTION 4 - 2 - 3 - Ongoing Sales Responsibilities

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

SECTION 4 - 3 - Nondisparagement

LIMMITLESS values constructive criticisms and comments from Distributors. All such comments should be submitted in writing to the Customer Care Department. While LIMMITLESS welcomes constructive input, negative comments and remarks made in the field by Distributors about the Company, its products, or Compensation Plan serve no purpose other than to sour the enthusiasm of other LIMMITLESS Distributors. For this reason, and to set the proper example for their Marketing Organizations,

Distributors must not disparage, demean, or make negative remarks about LIMMITLESS, other LIMMITLESS Distributors, LIMMITLESS's products, the Compensation Plan, or LIMMITLESS's directors, officers, or employees.

SECTION 4 - 4 - Providing Documentation to Applicants

Distributors must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Distributors before the applicant signs a Distributor Agreement, or ensure that such individuals have online access to these materials.

SECTION 5 - SALES REQUIREMENTS

SECTION 5 - 1 - Product Sales

The LIMMITLESS Compensation Plan is based on the sale of LIMMITLESS products to end consumers. Distributors must fulfill personal and downline 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. Distributors must satisfy the Personal Volume and Group Volume requirements to fulfill the requirements associated with their rank as specified in the LIMMITLESS Compensation Plan. "Personal Sales Volume" includes purchases made by the Distributor and purchases made by the Distributor's personal customers. Group Volume shall include the total Personal Volume of all Distributors in his or her Marketing Organization, but shall not include the Distributor's Personal Sales Volume.

SECTION 5 - 2 - No Territory Restrictions

There are no exclusive territories granted to anyone.

SECTION 5 - 3 - Sales Receipts

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

Remember that customers must receive two copies of the sales receipt. In addition, Distributors must orally inform the buyer of his or her cancellation rights.

SECTION 6 - BONUSES AND COMMISSIONS

SECTION 6 - 1 - Bonus and Commission Qualifications and Accrual

A Distributor must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Distributor complies with the terms of the Agreement, LIMMITLESS shall pay commissions to such Distributor in accordance with the Compensation Plan. The minimum amount for which LIMMITLESS will issue a commission is \$10. If a Distributor's bonuses and commissions do not equal or exceed \$10, the Company will accrue the commissions and bonuses until they total \$10. Payment will be issued once \$10 has been accrued.

Notwithstanding the foregoing, all commissions, bonuses or other compensation owed a Distributor, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of a Distributor's Distributor Agreement.

SECTION 6 - 2 - Adjustment to Bonuses and Commissions

SECTION 6 - 2 - 1 - Adjustments for Returned Products

Distributors receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to LIMMITLESS for a refund, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned or repurchased product will be deducted from payments to the Distributor and upline Distributors who received bonuses or commissions on the sale of the refunded product, in the month in which the refund is given, and continuing every pay period thereafter until the bonuses and commissions are recovered; (2) the Distributor or upline Distributors who earned bonuses or commissions based on the sale of the returned product will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until such points are completely recovered; or (3) the bonuses and commissions attributable to the refunded product may be deducted from any refunds or credits to the Distributor who received the bonuses or commissions on the sales of the refunded product.

SECTION 6 - 2 - 2 - Bonus and Commission Checks

If The Company pays commissions and bonuses via check. There is a \$3.50 processing fee deducted from each check issued to the Distributor.

SECTION 6 - 2 - 3 - Tax Withholdings

If a Distributor fails to submit a valid Tax ID Number, LIMMITLESS will deduct the necessary back-up withholdings from the Distributor's bonus and commission checks as required by law.

SECTION 6 - 3 - Reports

All information provided by LIMMITLESS in downline activity or downline genealogy reports, including but not limited to Personal and Group 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, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by LIMMITLESS or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP 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 NONINFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LIMMITLESS AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY DISTRIBUTOR 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/OR GROUP 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 LIMMITLESS 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, LIMMITLESS OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of LIMMITLESS's online and telephone 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 LIMMITLESS's online and telephone reporting services and your reliance upon the information.

SECTION 7 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

SECTION 7 - 1 - Product Guarantee, Warranty and Rescission

Federal and state law requires that Distributors notify their retail customers that they have three business days (5 business days for Alaska residents) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Saturday is a business day, Sundays and legal holidays are not business days. Distributors MUST verbally inform their customers of this right, they MUST provide their customers with TWO copies of a retail receipt at the time of the sale, and MUST point out this cancellation right stated on the receipt.

LIMITLESS offers a money back guarantee on products returned within twenty-one (21) days from the date of receipt, less a 10% restocking fee.

Products shipped directly to the customer by the Company must be returned to the Company and a refund will be issued to the customer by the Company. Products delivered to the customer by a Distributor must be returned to the selling Distributor, and it shall be the responsibility of the Distributor to issue the refund to his/her customer. This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable.

If a Distributor returns more than \$300 for a refund in any 12 consecutive month period, the request will constitute the Distributor's voluntary cancellation of his or her Distributor Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 7.3, and the Distributor's LIMITLESS business will be cancelled

SECTION 7 - 2 - Returns by Retail Customers

A retail customer is a customer who purchases LIMITLESS products from a Distributor's inventory, at a home party sponsored by the Distributor, or from the Distributor's replicated LIMITLESS website. LIMITLESS offers, through its Distributors, a twenty-one (21) day money-back guarantee to all retail customers. If the product is returned within twenty-one (21) days of receipt, the retail customer will be issued a full refund, less a 10% restocking fee. Every Distributor is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any LIMITLESS product, the retail customer may return the unused portion of the product to the Distributor from whom it was purchased, within twenty-one (21) days of receipt for a refund of the purchase price (less a 10% restocking fee and shipping costs).

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

A retail customer who makes a purchase of \$25.00 or more has twenty-one business days (excluding Sundays and legal holidays) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form or sales receipt (21 days for Alaska

residents too). When a Distributor makes a sale or takes an order from a retail customer who cancels or requests a refund within the 21 days period, the Distributor must promptly refund the customer's money as long as the products are returned to the Distributor in substantially as good condition as when received (21 days for Alaska residents too). Distributors must orally inform customers of their right to rescind a purchase or an order within 21 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 copies of an official LIMMITLESS sales receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

SECTION 7 - 3 - Return of Inventory and Sales Aids by Distributors Upon Cancellation

Upon cancellation of a Distributor's Agreement, the Distributor may return products and sales aids for a refund. In order to receive a refund from LIMMITLESS pursuant to this policy, the following requirements must be met:

- The items being returned must have been personally purchased by the Distributor from LIMMITLESS (purchases from other Distributors or third parties are not subject to refund);
- The items must be in Resalable condition (see Definition of "Resalable" below); and
- The items must have been purchased from LIMMITLESS within one year prior to the date of cancellation.

Upon receipt of Resalable products and sales aids, the Distributor will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges incurred by a Distributor when the products or sales aids were purchased, and return shipping fees, will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Distributor 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 was paid to the Distributor 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: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and 4) they are returned to LIMMITLESS 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. Starter Kit fees are not refundable except as provided below.

SECTION 7 - 3 - 1 - Residents of Louisiana, Massachusetts, and Wyoming

Upon the cancellation of the Distributor Agreement and in addition to the refund provisions set forth in Section 7.3, residents of Louisiana, Massachusetts, Puerto Rico, and Wyoming, upon request, will

receive a 90% refund of all Starter Kit fees and renewal fees paid while the Distributor Agreement was in force.

SECTION 7 - 3 - 2 - Montana Residents

A Montana resident who cancels his or her Distributor Agreement within 15 days from the date of enrollment will receive a full refund of the Starter Kit fee.

SECTION 7 - 4 - Procedures for All Returns

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

- All merchandise must be returned by the Distributor or customer who purchased it directly from LIMMITLESS.
- All products to be returned must have a Return Authorization Number which is obtained by calling the Distributor Services Department. This Return Authorization Number must be written on each carton returned.
- The return is accompanied by the original packing slip, a completed and signed Product Return Form, and the unused portion of the product in its original container.
- 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 LIMMITLESS shipping pre-paid. LIMMITLESS does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Distributor. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Distributor to trace the shipment.
- If a Distributor is returning merchandise to LIMMITLESS that was returned to him or her by a personal retail customer, the product must be received by LIMMITLESS within ten (10) days from the date on which the retail customer returned the merchandise to the Distributor, and must be accompanied by the sales receipt the Distributor gave to the customer at the time of the sale.

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

SECTION 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

SECTION 8 - 1 - 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 a Distributor that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Distributor's LIMMITLESS business), may result, at LIMMITLESS's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Distributor to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- LIMMITLESS may withhold from a Distributor all or part of the Distributor's bonuses and commissions during the period that LIMMITLESS is investigating any conduct allegedly violative of the Agreement. If a Distributor's business is canceled for disciplinary reasons, the Distributor will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Distributor Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of a Distributor (which may subsequently be re-earned by the Distributor);
- Transfer or removal of some or all of a Distributor's downline Distributors from the offending Distributor's Marketing Organization;
- Involuntary termination of the offender's Distributor Agreement;
- Suspension and/or termination of the offending Distributor's LIMMITLESS website or website access; or
- Any other measure expressly allowed within any provision of the Agreement or which LIMMITLESS deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Distributor's policy violation or contractual breach.

In situations deemed appropriate by LIMMITLESS, the Company may institute legal proceedings for monetary and/or equitable relief.

SECTION 8 - 2 - Grievances and Complaints

When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to their respective LIMMITLESS businesses, the complaining Distributor should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Distributor Services Department at the Company. The Distributor Services Department will review the facts and attempt to resolve it.

SECTION 8 - 3 - Governing Law, Jurisdiction and Venue

The Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and LIMMITLESS arising from or relating to the Agreement, or the rights and obligations of either party, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the District of Los Angeles, or state court residing in Los Angeles County, State of California.

SECTION 8 - 3 - 1 - Louisiana Residents

Notwithstanding the foregoing, residents of the State of Louisiana shall be entitled to bring an action against LIMMITLESS in their home forum and pursuant to Louisiana law.

SECTION 9 - PAYMENT

SECTION 9 - 1 - Returned Checks

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

SECTION 9 - 2 - Credit Card Chargebacks

Distributors agree that if they initiate a chargeback for any product purchased from the Company without

first contacting the Company to request a refund, the Company may take disciplinary action as provided in Section 8.I. Such action may include the involuntary termination of the Distributor's Distributor Agreement.

SECTION 9 - 3 - Restrictions on Third Party Use of Credit Cards and Checking Account Access

A Distributor shall not permit other Distributors or customers to use his or her credit card, or permit debits to his or her checking accounts, to enroll or to make purchases from the Company.

SECTION 9 - 4 - Sales Taxes

LIMITLESS is required to charge sales taxes on all purchases made by Distributors and Preferred Customers, and remit the taxes charged to the respective states. Accordingly, LIMITLESS will collect and remit sales taxes on behalf of Distributors, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If a Distributor has submitted, and LIMITLESS 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 Distributor. 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 LIMITLESS is not retroactive.

SECTION 10 - INACTIVITY, RECLASSIFICATION, AND CANCELLATION

SECTION 10 - 1 - Effect of Cancellation

So long as a Distributor remains active and complies with the terms of the Distributor Agreement and these Policies and Procedures, LIMITLESS shall pay commissions to such Distributor in accordance with the Compensation Plan. A Distributor's bonuses and commissions constitute the entire consideration for the Distributor's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization). Following a Distributor's non-renewal of his or her Distributor Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Distributor Agreement (all of these methods are collectively referred to as "cancellation"), the former Distributor 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 Distributor whose business is cancelled will lose all rights as a Distributor. This includes the right to sell LIMITLESS products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Distributor's former Marketing Organization. In the event of cancellation, Distributors agree to waive all rights they may have, including but not limited to property rights, to their former Marketing Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Marketing Organization.*

Following a Distributor's cancellation of his or her Distributor Agreement, the former Distributor shall not hold himself or herself out as a LIMITLESS Distributor and shall not have the right to sell

LIMITLESS products or services. A Distributor whose Distributor 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).

SECTION 10 - 2 - Cancellation Due to Inactivity

SECTION 10 - 2 - 1 - Failure to Meet PV Quota

If a Distributor fails to personally generate at least \$100 PV per month for six (6) consecutive months, his or her Distributor Agreement shall be canceled for inactivity.

SECTION 10 - 2 - 2 - Failure to Earn Commissions or Bonuses

If a Distributor has not earned a bonus or commission for six consecutive months, his or her Distributor Agreement shall be canceled for inactivity.

SECTION 10 - 2 - 3 - Reclassification Following Cancellation Due to Inactivity

If a Distributor's Agreement is cancelled due to inactivity and he or she is on the Company's Distributor Autoship program, the Autoship Agreement shall remain in force and the former Distributor shall be reclassified as a Preferred Customer. If the cancelled Distributor was not on the Autoship program, he or she will be entitled to continue purchasing products directly from the company at the discounted Preferred Customer prices.

SECTION 10 - 3 - Involuntary Cancellation

A Distributor's violation of any of the terms of the Agreement, including any amendments that may be made by LIMITLESS in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary cancellation of his or her Distributor Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Distributor's last known address, email address, or fax number, or to his or her attorney, or when the Distributor receives actual notice of cancellation, whichever occurs first.

LIMITLESS reserves the right to terminate all Distributor Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

SECTION 10 - 4 - Voluntary Cancellation

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

In addition to written cancellation, Distributors who have consented to Electronic Contracting will cancel their Distributor Agreement should they withdraw their consent to contract electronically.

If a Distributor is on the Company's Distributor Autoship program, the Distributor's Autoship Agreement shall continue in force and the former Distributor shall be reclassified as a Preferred Customer, unless the Distributor also specifically requests that his or her Autoship Agreement also be canceled.

SECTION 10 - 5 - Non-renewal

A Distributor may voluntarily cancel his or her Distributor Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her monthly website fee. The Company may also elect not to renew a Distributor's Agreement upon its anniversary date.

SECTION 10 - 6 - Exceptions to Activity Requirements

SECTION 10 - 6 - 1 - Maternity

A Distributor shall be exempt from meeting her or his Personal Volume and Group Volume requirements for a period of four (4) months following the birth or adoption of a child. Appropriate documentation must be provided to the Company upon request.

SECTION 10 - 6 - 2 - Military Deployment.

Military personnel shall be exempt from meeting their Personal Volume and Group Volume requirements while deployed into a foreign country and for a period of two (2) month following the end of such deployment. Appropriate documentation must be provided to the Company upon request.

SECTION 11 - DEFINITIONS

"Active Preferred Customer" A Preferred Customer whose account with LIMMITLESS has been paid for the most recent period. (See the definition of "Preferred Customer" below).

"Active Distributor " A Distributor who satisfies the minimum Personal Sales Volume requirements, as set forth in the LIMMITLESS Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

"Active Rank " The term "active rank" refers to the current rank of a Distributor, as determined by the LIMMITLESS Compensation Plan, for any pay period. To be considered "active" relative to a particular rank, a Distributor must meet the criteria set forth in the LIMMITLESS Compensation Plan for his or her respective rank. (See the definition of "Rank" below.)

"Affiliated Party " A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

"Agreement " The contract between the Company and each Distributor includes the Distributor Application and Agreement, the LIMMITLESS Policies and Procedures, the LIMMITLESS Compensation Plan, and the Business Entity Registration Form (where appropriate), all in their current form and as amended by LIMMITLESS in its sole discretion. These documents are collectively referred to as the "Agreement". □

"Business Entity " A corporation, partnership, trust, limited liability company, or other type of entity.

"Business Entity Registration Form" A supplemental form that all Business Entities must submit with the Distributor Agreement when enrolling as a LIMMITLESS Distributor.

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

"Customer " As used herein the term "customer" refers collectively to Preferred Customers and Retail Customers. (See the definitions of "Preferred Customer" and "Retail Customer" below).

"Downline Leg" Each one of the individuals enrolled immediately underneath you and their respective Marketing Organizations represents one "downline leg" or "leg" in your Marketing Organization.

"Group Volume " The commissionable value of LIMMITLESS products sold by a Distributor's Marketing Organization. Group Volume does not include the Personal Volume of the subject Distributor. (Starter Kits and sales aids have no Sales Volume.)

"Household" All individuals who are living at or doing business at the same address, and who are related by blood or marriage, or who are living together as a family unit or in a family-like setting. A household includes, but is not limited to, spouses, heads-of-household, and dependent family members residing in the same residence.

"Immediate Household " Spouses, heads-of-household, and dependent family members residing in the same residence.

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

"Marketing Organization" The Preferred Customers and Distributors sponsored below a particular Distributor.

"Official LIMMITLESS Material" Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by LIMMITLESS to Distributors.

"Paid-As Rank" The term "Paid-As Rank" refers to the current rank of a Distributor, as determined by the LIMMITLESS Compensation Plan, for any pay period. (See the definition of "Rank" below.)

"Personal Production" Moving LIMMITLESS products to end consumers for actual use.

"Personal Volume (PV)" The commissionable value of products purchased by: (1) a Distributor; and (2) the Distributor's personal customers who are on the Autoshop program (Preferred Customers) or who purchase from the Distributor's LIMMITLESS replicated website.

"Preferred Customer" A customer who pays \$49.95 yearly, buys products at discounted prices, Preferred Customers do not participate in the LIMMITLESS Compensation Plan.

"Rank" The "title" that a Distributor holds pursuant to the LIMMITLESS Compensation Plan. "Title Rank" refers to the highest rank a Distributor has achieved in the LIMMITLESS compensation plan at any time. "Paid-As Rank" refers to the rank at which a Distributor is qualified to earn commissions and bonuses during the current pay period.

"Recruit" For purposes of LIMMITLESS's Conflict of Interest Policy (Section 3.11), 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 LIMMITLESS Distributor or Preferred Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

"Replicated Website" A website provided by LIMMITLESS to Distributors which utilizes website templates developed by LIMMITLESS. The cost of the Replicated Website is included in the \$49.95 Membership fee.

"Resalable" Products and Sales aids shall be deemed "Resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and 4) they are returned to LIMMITLESS 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.

"Retail Customer" An individual or entity that purchases LIMMITLESS products from a Distributor, but who is not a Distributor, or an immediate household family member of a Distributor.

"Retail Sales" Sales to a Retail Customer.

"Roll-Up" The method by which a vacancy in a Marketing Organization left by a Distributor whose Distributor Agreement has been canceled is filled.

"Social Media" Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Pinterest, Delicious, and YouTube.

"Sponsor" A Distributor under whom an enroller places a new Distributor or Preferred Customer, and is listed as the sponsor on the Distributor or Preferred Customer Application and Agreement.

"Upline" This term refers to the Distributor or Distributors above a particular Distributor in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Distributor to the Company.

"Starter Kit" A selection of LIMMITLESS products, training materials and business support literature, and Distributor replicated website that each new Distributor is required to purchase.

Your Account: You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Risk of Loss: All items purchased from Company are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

All rights not expressly granted herein are reserved.