Policy Manual and Compensation Plan

UNITED KINGDOM & IRELAND

MORINDA

KEY INFORMATION

MORINDA UK LTD.

MAILING ADDRESS AND REGISTERED OFFICE:

MORINDA UK Ltd.
106 Arlington Road
London NW1 7HP

US CORPORATE HEADQUARTERS

333 West River Park Drive
Provo, Utah 84604

TELEPHONE AND FAX NUMBERS

Corporate Office	1-801-234-1000
Corporate Fax	1-801-234-1001
UK Office	+44 (0)207 284 7000
UK Sales Order Line	0800-032-2665
Ireland Sales Order Line	1800-550-0251

Customer service Email	enquiries@uk.morinda.com
Compliance Email	ukcompliance@morinda.com
Commissions Email	commissions@morinda.com
Data Entry Email	IPC_Agreements@morinda.com

ORDER ENTRY HOURS

Monday to Friday
7.00am to midnight (UK time)

US CORPORATE OFFICE HOURS

Monday to Friday
8.00am to 5.00pm (local time)

UK CORPORATE OFFICE HOURS

Monday to Friday
9.00am to 5.30pm

TABLE OF CONTENTS

FOUNDING PRINCIPLES OF MORINDA 10
INTRODUCTION 11
SECTION 1 – CODE OF CONDUCT 12
1.1. Compliance with Laws. 12
1.2. Bribery Prevention Measures 12
1.3. Freedom of IPCs under the Agreement. 12
1.4. DSA Code of Business Conduct and Code to Consumers (codes) 12
1.5. IPC Code of Ethics 12
1.6. Non-Disparagement 13
1.7. Circumvention of Policy 13
1.8. Solicitation of Investments 13
1.9. Recruiting a New Personal or Placement Sponsor 14
1.10. Recruiting Prospects Who have Not Enrolled As IPCs 14
1.11. Predatory Recruiting of an Existing IPC 14
1.12. Simultaneous Interests. 15
1.13. Fictitious and/or Assumed Names. 15
1.14. Conflict of Interest. 15
1.14.1. Ownership in a Competing Company 16
1.14.2. Promotion of Competing Products. 16
1.14.3. Selling and Sponsoring in Other Marketing Opportunities 17
1.15. Confidentiality Agreement 17
SECTION 2 – RESPONSIBILITIES & DUTIES 18
2.1. Financial Obligation of IPC 18
2.2. Correct Address and Contact Information and Bank account information 18
2.3. Correct Tax Identification Numbers. 18
2.4. Training Requirement 19
2.5. Advertising Morinda Products and Programmes 19
2.5.1. Quick Reference to Advertising Policies 19

2.5.2. Policies for All Advertising Materials 20

2.5.3. Advertising to Persuade Persons Becoming IPCs 21

2.5.4. Use of Morinda, Inc Trademarks, Logos, Brands, or Intellectual Property. 21

2.5.5. Advertising in Unopened Countries. 22

2.5.6. Reproduction of Morinda Materials 22

2.5.7. Unsolicited E-mail. 22

2.5.8. Fax Blasting 22

2.5.9. Product Claims 22

2.5.10. Personal Stories/Experiences 23

2.5.11. What you may say about Morinda Beverages and other products 23

2.5.12. Spokespeople and Advisory Board Members. 23

2.5.13. Income Claims and Representation of the Morinda Compensation Plan 23

2.5.14. Representation of the Morinda Brand Business Opportunity 24

2.5.15. Television and Radio Advertising 24

2.5.16. Business Cards and Stationery 24

2.5.17. Telephone Answering 24

2.5.18. Telephone Listings 24

2.5.19. Telephone Recordings 24

2.5.20. Third-Party Materials and Literature 25

2.5.21. Tradeshows and Exhibitions 25

2.5.22. Media Inquiries. 25

2.5.23. Press Releases 25

2.5.24. Internet Advertising 26

2.5.24.1. Web Page Setup 27

2.5.24.2. Use of Morinda, Inc.Trademarks and Service Marks in URLs and Domaine Names 27

2.5.24.3. Use of Buried Codes, Hidden Text and Metatags in IPC Websites 27

2.5.24.4. Internet Sales 27

2.5.24.5. Multiple Products/ Services on Personal Websites 27

2.5.24.6. Linking a Personal Morinda Products or Business Website to other sources of Information 28
2.5.24.7. Advertising on Social Networking Sites, Video Sharing Sites and Blogs/Weblogs. 28
2.6. Marketing Morinda Products and Programmes 29
2.6.1. Retail Sales Policy 29
2.6.2. Sale and Display of Products 29
2.6.3. Retail Sales Records 30
2.6.4. IPC Contact with Customers and with other IPCs 30
2.6.5. Government Representations 30
2.6.6. Exclusivity Claims with Morinda. 30
2.6.7. Repackaging of Morinda Products 31
2.6.8. Selling Products or Materials to Other IPCs 31
2.6.9. Sales Outside the EU/EEA 31
2.6.10. International IPC Activity in Unopened Markets 31
2.6.11.Obtaining Organisation Information 32
2.6.12. Vendor Confidentiality 32
2.6.13. IPC Access to Morinda Offices 32
2.6.14. Reliance on Corporate Officer or Employee Opinions or Representations 32

SECTION 3 – ADMINISTRATION 33
3.1. Becoming An Independent Product Consultant (IPC) 33
3.1.1. Eligibility Requirements 33
3.1.2. Benefits of Being a Morinda UK Ltd IPC 34
3.1.3. Application Process for Becoming an IPC. 34
3.1.4. Ordering Products 35
3.1.5. Withdrawing an IPC Application Within Fourteen Days 35
3.1.6. Independent Contractor Status 35
3.1.7. Enrolling as an Individual or as a Business Entity. 36
3.1.8. Co-applicants 36
3.1.9. Enrolling as a Business Entity. 37
3.1.10. Relationship to Sponsor 37

3.1.11. Conflicting Personal Sponsor or Placement Sponsor Information 38

3.1.12. Sponsoring 38

3.1.13. Complaints 38

3.1.14. After Sales Service 39

3.2. Changing The Status Of An IPC Account 39

3.2.1. Active IPC or Inactive IPC Status 40

3.2.2. Changing Business Form of IPC account. 40

3.2.3. Voluntary Termination of account 40

3.2.4. Annual Renewal of IPC Status. 40

3.2.5. Reactivation of Previous IPC account 41

3.2.6. Reapplication under New Sponsor—see "Six Month Waiting Period" 41

3.2.7. Six Month Waiting Period 41

3.2.8. Upline Release Policy. 42

3.2.9. Owners of IPC Accounts Marrying 42

3.2.10. Attachment Due to Court Action. 42

3.2.11. Annulment or Divorce 43

3.2.12. Death 43

3.2.13. Sale or Transfer of an IPC account 44

3.3. Building An IPC Account Organisation. 45

3.3.1. Placement of a New IPC 45

3.3.2. Requirements for All Placement Changes 45

3.3.3. Placement before 120 Days 46

3.3.4. Placement of an Unassisted Organisation 46

3.3.5. Witnessed Placement Change 46

3.3.6. Placement of Roll up IPCs 46

3.3.7. Changing the Personal Sponsor of an IPC 46

3.3.8. Witness Policy 47

3.3.9. Sponsor Change Deadline 47
3.3.10. Sponsor Change Cancellation Deadline 47
3.3.11. IPC Authorisation of Sponsor Changes 48
3.4. Ordering And Purchasing Morinda Products 48
3.4.1. AutoShip Programme (AS) 48
3.4.2. Conditional and Unconditional AutoShip Programmes. 49
3.4.3. AutoShip Enrollment and Cancellation Procedures 49
3.4.4. AutoShip Payment Problems 49
3.4.5. Customer Purchasing 50
3.4.6. Regular and AutoShip Price Orders 50
3.4.7. Will Call Center Product Pick-Up 50
3.4.8. International Orders. 50
3.4.9. 70% Rule. 50
3.4.10. Value Added Tax 51
3.4.11. Shipping and Handling Charges. 51
3.4.12. Payment 51
3.4.13. Monthly Cutoff Date for Orders 51
3.4.14. Credit Card Charge Backs or Insufficient Funds Payments 51
3.4.15. Volume Transfer 52
3.5. Returning Morinda Products 52
3.5.1. Incomplete Orders and Damaged Goods 52
3.5.2. IPC Product Returns Policy 53
3.5.3. Customer Product Returns Policy 54
3.5.4. Commission adjustments to upline. 55
3.5.5. Returns for Residents of Certain Countries 56
3.5.6. Product Liability Insurance 56

SECTION 4 – REGULATIONS FOR ENFORCEMENT 56

4.1. IPC Discipline For Violation Of Policies 56
4.1.1 Investigation of Policy Violations 56
4.1.2 Fines For Policy Violations 57
4.1.3. Receipt of Commissions and Bonuses 57

4.1.4 Suspension 57
4.1.5 Termination For Convenience and Termination For Cause 57
4.1.6 Effects of Termination 58
4.1.7 Termination Effects on Qualification 58
4.1.8 Appeal 58

4.2. INCENTIVE REWARD REDEMPTION 59

SECTION 5 – RIGHTS OF MORINDA 59

5.1. Amending Morinda Policies 59
5.2. Amending Prices of Products and Financial Obligations 59
5.3. Lead Share/Distribution of IPC Referrals 60
5.4. Use of IPC Images 60
5.5. Publication of IPC Commissions and Bonus amounts 60
5.6. Unsolicited Proposals 60

MORINDA COMPENSATION PLAN 62

Immediate Income 62
Growth Income 63
Wealth-Building Income 63
Freedom of Placement 63
Seamless, Borderless 63

10 KEY ASPECTS OF THE MORINDA COMPENSATION PLAN 64
1. Retail Profits 64
2. Unilevel Plan 64

IPC 64
Coral Leadership Position 65
Jade Leadership Position 65
Pearl Leadership Position 65
Diamond Pearl Leadership Position 65
Diamond Pearl Elite Leadership Position 65
Double Diamond Pearl Leadership Position 66
Triple Diamond Pearl Leadership Position 66
Unilevel Payout with & without Personal rebate 66

3. Dynamic Compression 67
4. Qualifying Compression 68
5. Case AutoShip Programme 69
6. Fast Start Bonus Programme 69
7. Personal Rebate 72
8. Infinity Bonus 72
9. Black Pearl Shared Success Bonus 72

IPC STOCK OPTION PLAN 74
GLOSSARY 75

FOUNDING PRINCIPLES OF MORINDA

When Morinda was founded in 1996, Kerry Asay, Kim Asay, John Wadsworth, Stephen Story, and Kelly Olsen wanted to establish a Company with a completely new vision and attitude. They envisioned a "home for worn out networkers" – those who believed in the concept of networking, but who had yet to find the Company that could make their dreams come true.

Morinda has a mission statement – To bless the whole earth with the natural goodness of Morinda bioactives as we tell the story of lives transformed – and has a set of values supporting this mission statement:

1. Real. Morinda is a real leader with a long history of solid sales, product innovation, and market leadership across the globe. Ours is a rich history of helping people become healthier and wealthier. Everything we do is guided by a mission with a real purpose: to share the goodness of Morinda products with everyone, everywhere, in ways that help change lives for the better.

2. Trust. For Morinda, trust is the product of character and competence. On the character side, we strive to be honest, to make the right decision for the right reason, even if it's unpopular. Competence requires that we manage our business based on sound principles, that we work towards long-term success and the accomplishment of our mission while keeping the best interests of customers, IPCs, employees, and founders in mind.

3. Unity. Success comes when we are united and focus all our energy and resources on our common goal. Any discord or conflict within the Company and IPCs robs us of the vital energy needed to meet the tasks at hand. It's when we move forwards united that we accomplish our mission and make a difference in this world.

4. Innovation. Morinda is continually developing products, improving its processes, and moving into new markets first, by which we gain significant advantages over competitors. When we innovate our products, we provide greater value to customers. This in turn creates a continually improving opportunity for IPCs.

5. Growth. There's no doubt that our mission to share the goodness of Morinda products with everyone, everywhere is ambitious. There are billions of people on this planet, and reaching each of them will require disciplined effort. As a Company and as individuals, we can't stand still.

We can't be content with a stagnant business. Steady, continual growth is a critical component to fulfilling our mission.

6. Freedom. We offer the opportunity for financial freedom and the potential to achieve a level of success that can change the way you live, for (time) freedom to set your own schedule and to be the master of your day-to-day life, and for the freedom that comes with good health.

Morinda is guided by these values and encourages every IPC to apply these principles in their relationships with their customers, other IPCs, and the Company itself.

INTRODUCTION

Thank you for taking the time to read and study this Policy Manual. A copy of this manual is also available on the Morinda website at www.NoniOffice.com. This manual is intended to outline legally binding policies and procedures that must be followed to 1) establish a Morinda IPC account; 2) order, purchase, sell, and return Morinda products; 3) recruit new Morinda IPCs; 4) earn income from sales of Morinda products; 5) manage a Morinda IPC account; and 6) maintain an IPC account in good standing with Morinda, Inc.

If you have a question regarding any policy in this manual, please contact the Morinda UK Compliance Department for advice and clarification. It is highly recommended that you include the applicable IPC account ID# in the subject line of the email. Morinda encourages each person to seek independent financial or legal advice regarding the policies and procedures in this manual.

Morinda UK Ltd., hereafter Morinda, markets nutritional, personal care, and other consumer products through IPCs in a direct selling structure. Morinda operates through subsidiaries in many countries across the globe. Sales organisations can be built with IPCs in any country in which Morinda is formally opened for business. Products are used by IPCs for retail sale, for personal use, or for sharing the Morinda brand with others. Morinda has three types of consumers: Customers, Independent Product Consultants (IPCs), and Referring Customers (Referring Customers are contracted with Morinda as IPCs, and references to IPCs in these policies are intended to include Referring Customers).

Morinda reserves the right to amend or modify the Policy Manual, Compensation Plan, IPC Agreement, and other Morinda policies and procedures at its sole discretion and without prior notice.

SECTION 1 – CODE OF CONDUCT

1.1. Compliance with Laws

Each IPC is responsible for complying with the laws (including tax laws, social security laws, consumer protection laws and advertising laws) of the country where that IPC account does business. This rule also includes the obligation for the IPC to only offer for sale Products bearing the labels designed for the country where the Products are sold. Morinda UK Ltd will not be held responsible for a failure on the part of the IPC to comply with the relevant local legislation. It may be prohibited to claim social benefits as well as having an IPC account.

1.2. Bribery Prevention Measures

IPC warrants and undertakes to Morinda UK Ltd that he/she will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010.

1.3. Freedom of IPCs under the Agreement

Morinda UK Ltd IPCs are neither required to make any minimum purchase of product, nor to introduce new IPCs to the sales network. They are free to use the benefits offered under the Agreement as they see fit, in accordance with the terms thereof.

The Agreement offers the IPC the opportunity to purchase Products at Autoship prices, which the IPC may or may not choose to sell to retail customers.

1.4. DSA Code of Business Conduct and Code to Consumers (Codes)

Morinda has united with other direct selling companies in a nonprofit Direct Selling Association (DSA) and World Federation of Direct Selling Associations. As a member of the UK DSA, Morinda UK Ltd has agreed to promote and enforce among its IPCs the Codes of the DSA. This Code may be accessed from the Morinda internet home page (www.morinda.eu.com) or the DSA home page (www.dsa.org.uk). IPCs must carefully follow 1) the policies and procedures described in this manual, 2) the DSA Codes, 3) the IPC Agreement, and 4) the applicable laws where the IPC resides and does business.

1.5. IPC Code of Ethics

In pursuing the success of their Morinda business, IPCs will safeguard and protect the reputation of Morinda and its products. IPCs will refrain from

all conduct which might be harmful to the reputation of Morinda and its products or will damage the ability of others to participate in the Morinda opportunity. IPCs will be professional in the approach to their business, and will treat other IPCs, customers, consumers, and Morinda employees respectfully and courteously in their interactions. IPCs will strictly avoid all deceptive, misleading, discourteous, unethical, and immoral conduct. IPCs will respect the honest efforts of fellow IPCs and will not engage in predatory or unethical recruitment practices.

Morinda respects the business activities of all legitimate companies and strictly discourages any IPC from unfairly representing any competing opportunity. Morinda believes that the ultimate success of all IPCs depends on its ability to bring important products and opportunities to the market. This will be done in a positive and honourable way.

1.6. Non-Disparagement

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

1.7. Circumvention of Policy

Morinda policies and procedures are designed to protect IPCs and the Company from the adverse consequences of their violation. Morinda may take disciplinary action, up to and including termination of the IPC Agreement, against any IPCs who intentionally circumvent policies and procedures to accomplish indirectly what is prohibited directly. At its sole discretion, Morinda has the right to adjust bonuses, commissions, and/or the placement or status of an IPC or of those in the IPC's upline who were affected. The policies and procedures in this manual are not intended to give IPCs the right to enforce the policies against one another directly, or to take any legal action against one another.

1.8. Solicitation of Investments

At no time may an IPC use the Morinda name, trademarks, compensation plan, products, corporate documents, any employee of Morinda, other IPCs, or anything relating thereto to suggest, present, entice, recruit, seek, or communicate in any way that an IPC's activities or an IPC account 1) is

or may be treated as an investment, 2) is or may be managed by another person or entity than the IPC, or 3) is promised or guaranteed any profit or return resulting from the IPC's participation.

Any such conduct, or conduct that is in violation of any laws of the European Union or any country in which an IPC is resident, is expressly prohibited and constitutes a material breach by the IPC of the IPC Agreement with Morinda and the policies and procedures set forth in this Policy Manual.

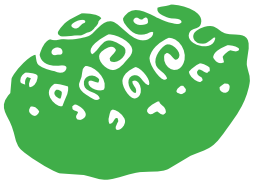
1.9. Recruiting a New Personal or Placement Sponsor

Every IPC has a personal sponsor and a placement sponsor. For policies regarding enrolling as an IPC and selecting a sponsor, refer to the "Enrolling as an Individual or as a Business Entity" section below.

An IPC may not petition Morinda to be released from a personal sponsor or a placement sponsor. An IPC may not actively recruit or solicit for a new personal sponsor or placement sponsor. If an IPC desires to change personal sponsor or placement sponsor, he or she must comply with the Six Month Waiting Period policy and the Building an IPC Account Organisation Policy in this manual.

1.10. Recruiting Prospects Who Have Not Enrolled As IPCs

The policies governing predatory recruiting apply only to the recruiting of existing IPCs and do not apply to persons who have not enrolled as IPCs. Such policies cannot punish a personal sponsor who enrolled a prospect who has been contacted by another IPC but who has not previously enrolled as an IPC. As with any commercial enterprise, IPCs who invest time and money into a prospect are taking a risk that the prospect may choose to enroll under someone else.



1.11. Predatory Recruiting of an Existing IPC

An IPC may not attempt to recruit, directly or indirectly, another existing IPC into his or her own organisation. The owner of an IPC account may not be approached to change sponsors until the IPC has complied with the Six Month Waiting Period policy.

An existing IPC may not enroll under another personal sponsor or try to circumvent the policies and procedures by using an alias, a family member or friend's name, a fictitious personal identification number, or any other means. Morinda UK Ltd will deem this to be a material breach of the Agreement.

If an IPC is successful in recruiting an existing IPC to enroll again under a new sponsor complying with the Six Month Waiting Period policy, Morinda, in

its sole discretion, will have the right to terminate the original IPC account, the new IPC account account created under the new personal sponsor, or both.

1.12. Simultaneous Interests

No individual or entity may have a simultaneous beneficial interest, either directly or indirectly, in more than one IPC account. An IPC may not encourage or facilitate a simultaneous beneficial interest. A simultaneous beneficial interest includes but is not limited to any ownership interest directly or indirectly in an IPC account as a shareholder, partner, trustee, beneficiary, or principal; any control of or ability to control an IPC account; any direct or indirect receipt of income derived from an IPC account; spousal support derived from an IPC account; familial support derived from an IPC account; access to a bank account into which commissions and royalties derived from an IPC account are deposited; and any other similar interests pertaining to an IPC account.
The spouse of an IPC, de facto or common-law spouse or cohabitant, or dependent family members living in the same household as an IPC are presumed to have a beneficial interest under the above definition.

IPCs who inherit a second IPC account from a deceased IPC may have simultaneous interest in both IPC accounts. The transfer of the second IPC account must comply with the relevant rules. IPCs who marry after becoming IPCs for Morinda may be allowed to retain both separate IPC accounts.

IPCs who have a beneficial interest in more than one IPC account under previous policies wherein legal entities have personally sponsored the owners, partners, or members may continue to work those IPC accounts. However, volume from the second entity may not be used for bonus qualification. In addition, only the legal entity may qualify for Morinda trips, promotions, and incentives.

1.13. Fictitious and/or Assumed Names

A person or entity may not apply as an IPC using a fictitious or assumed name or alias or any form of identification (including tax identification numbers) that does not accurately reflect who the actual owner of the IPC account is and his or her present status. An applicant's name may not be altered in any way in order to allow an IPC to enroll more than once with Morinda in violation of the Six Month Waiting Period policy or the Simultaneous Interests policy.

1.14. Conflict of Interest

A person or entity may be a distributor of another direct sales Company and apply to become an IPC with Morinda provided there is no conflict of

interest (as described below) with Morinda at the time of application. The IPC must also ensure that no such conflict occurs in the country where IPC and/or his downline reside throughout the duration of the IPC account and for one year thereafter or six months (as the case may be). These policies apply to the IPC and to the members of the IPC's Immediate Household, as defined in the Glossary.

1.14.1. Ownership in a Competing Company

During the term of the IPC Agreement, and for one year thereafter, an IPC may not receive compensation from any Company in the country where IPC and/or his downline resides that can be defined as a network marketing Company or direct sales Company, other than as a distributor for that network marketing Company or direct sales Company, without prior written approval from Morinda. This includes, but is not limited to, being a principal, owner, employee, director, executive officer, advisor or shareholder (excluding shareholdings of 5% or less of any publicly traded Company) of another network marketing Company or direct sales Company.

1.14.2. Promotion of Competing Products

During the term of their contract with Morinda and for six months thereafter, IPCs in the country where they reside and/or also in the countries where their downline resides may not directly or indirectly, do or undertake business any of the following:

a. promote, endorse, or sell any non-Morinda brand products derived from or containing the Morinda citrifolia plant;

b. promote, endorse or sell any non-Morinda brand liquid nutritional supplement (the term liquid nutritional supplement includes any and all nutritional food product that is intended to be consumed in liquid form, including products where the user adds the liquid before consumption); or

c. solicit, encourage or induce any IPC, customer, vendor, or employee to promote or sell any of the products listed in paragraphs 1.14.2 a and b above.

IPCs understand and agree that a violation of paragraph 1.14.2 will cause immediate and irreparable harm to Morinda. Therefore, in the event of an actual or threatened breach of this paragraph, IPCs acknowledge that, in addition to any other remedy to which Morinda may be entitled, Morinda shall also be entitled to an injunction restraining and enjoining IPC from engaging in any conduct proscribed by paragraph 1.14.2.

1.14.3. Selling and Sponsoring in Other Marketing Opportunities

IPCs may not sell or represent non–Morinda products or represent or encourage representation of marketing opportunities from other companies to other IPCs except to those the IPC personally sponsors. An initial response to an inquiry about an IPC's non-Morinda business activities does not constitute solicitation under this policy.

Non-Morinda products, materials, or opportunities may not be promoted in any way at official Morinda events, meetings, trainings, conventions, or other gatherings.

1.15. Confidentiality Agreement

Upon signing an IPC Agreement, an IPC agrees to maintain confidentiality regarding trade secrets, proprietary information, and any other confidential information. This confidentiality obligation is irrevocable, remains after termination of the IPC Agreement, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred.

During the term of the IPC Agreement, Morinda may supply confidential information to IPCs. This includes but is not limited to genealogical and organisation reports, customer lists, customer information developed by Morinda or developed for and on behalf of Morinda by IPCs (including but not limited to credit data, customer and IPC profiles, and product purchase information), IPC lists, manufacturer and supplier information, business reports, marketing strategies and plans, commission or sales reports, and other financial and business information that would be reasonably understood to be confidential.

All confidential information (whether in written, oral, or electronic form) is transmitted to IPCs in strictest confidence on a need-to-know basis for use solely in the IPCs' Morinda business. IPCs must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly. IPCs must not use the information to compete with Morinda or for any purpose other than for promoting Morinda's programme and its products and services. Morinda may require a signed Non-Disclosure Agreement before releasing genealogical or organisation information. Upon expiration, non-renewal, or termination of the IPC Agreement, IPCs must discontinue the use of such confidential information and destroy or promptly return to Morinda any confidential information in their possession.

SECTION 2 – RESPONSIBILITIES & DUTIES

2.1. Financial Obligation of IPC

In order to become an IPC and to maintain the IPC account, the IPC is not required to make any minimum purchase. In order to renew the IPC account, an annual fee (currently set at £23.50 /€ 33.00) must be paid and further details are set out in the section entitled "Annual renewal of IPC account status". IPCs who terminate the Agreement will be entitled to a full refund of the fee they have paid for the year in which they terminate the Agreement. The fee will be refunded upon request from the IPC.

2.2. Correct Address and Contact Information and Bank account information

No more than two IPC accounts may use the same mailing or shipping address.

Each IPC must submit and maintain a correct mailing and shipping address that accurately reflects where the IPC resides or is doing business. Email addresses and phone, fax, and cell phone numbers must also be kept accurate.

If the IPC has failed to notify Morinda of a change in address or bank account information and Morinda is unable to deliver commissions, rebates, bonuses, or products to that IPC as earned or requested, the IPC account may be charged a reasonable administrative cost associated with Morinda's efforts to correct the error. This administrative cost will be assessed to reissue expired commission cheques.

In the event that any commissions remain undeliverable for ten months after the commission or bonus is earned or entitlement to rebate occurs, after a final effort to make contact by Morinda, the outstanding funds remaining (less the charge for administrative costs) will remain with Morinda until the IPC or the IPC's heirs request payment. Morinda reserves the right to reject the request if the claim is expired by law. So long as the inability to receive money from Morinda has arisen because of the failure of the IPC to maintain a correct address or bank account information on file with Morinda, any and all claims to prejudgment interest on any amount not paid are waived by the IPC.

2.3. Correct Tax Identification Numbers

IPCs must submit and maintain accurate and truthful tax-related information to Morinda. IPCs are informed that the UK VAT law requires all VAT related documents to be kept for at least 6 years.

Morinda may void at its own discretion IPC accounts that are set up or maintained in any manner that includes a false social security or tax identification number, or use of the same without the knowledge and consent of the person or entity to whom it rightfully belongs. Morinda reserves the right, but is not under any obligation, to seek verification of the information in question from the controlling interest of the IPC account, the sponsoring IPC, or any relevant governmental agency prior to making a determination that the agreement is void. Both the void and sponsoring IPC accounts will be required to pay to Morinda any and all commissions, bonuses, and rebates of any kind paid to an invalid IPC and forfeit any income or title derived as a result of the void IPC account.

From time to time, Morinda receives requests from tax authorities to provide information concerning certain IPCs. Morinda will comply with such requests unless it appears in Morinda's discretion that the request is improper or unreasonable.

2.4. Training Requirement

A sponsor must maintain an ongoing professional leadership association with IPCs in his or her organisation and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

2.5. Advertising Morinda Products and Programmes

IPCs should always protect the image of Morinda and its products and take care to not promote, advertise, or display Morinda products in an unprofessional manner or in an unprofessional environment.

2.5.1. Quick Reference to Advertising Policies

- IPCs must properly use, and obtain written approval from Morinda Compliance prior to using Morinda, Inc. trademarks or logos.
- Proper use of Morinda, Inc. trademarks includes proper capitalisation of the trademark and all trademarks must include the correct ® or ™ symbol.
- IPCs must clearly state both of the following statements in their ad: "Morinda is a trademark of Morinda, Inc." and "Morinda UK Independent Product Consultant."
- IPCs must have a signed Copyright Materials License on file with Morinda Compliance if their advertisement includes Morinda copyrighted images. The advertisement must include the following statement: "©Morinda, Inc. Used with permission. All rights reserved."
- IPCs may not refer to ailments or diseases in any way. (Personal story experiences must be limited to, "I have used Morinda Bioactive Beverages, and I highly recommend them. I have felt healthy

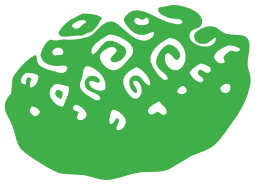
and good since using Morinda Bioactive Beverages." or equivalent expressions.)

- IPCs may use any phrases that are contained in Morinda's literature on how Morinda products promote health, subject to Morinda Compliance approval.
- If an IPC would like to use another IPC's previously approved advertising material, the IPC must receive separate approval from Morinda Compliance for that material.
- IPCs must allow two weeks for the processing of an advertising approval request. IPCs must allow four weeks for the processing of a website advertising approval request.

2.5.2. Policies for All Advertising Materials

While Morinda encourages all IPCs to take advantage of the marketing literature produced and provided to IPCs by the Company, Morinda allows IPCs to produce their own advertising and promotional items. However, all advertising of any type of media (including but not limited to printed or copied materials of any kind, newspapers, magazines, radio, the internet, television, video, etc.) must be approved by Morinda Compliance prior to its publication or use. All approvals required in this Policy Manual must be in writing. Morinda reserves the right to require that approved IPC advertisements be edited or discontinued. IPCs must ensure that their approved advertising is kept current with any new Morinda regulations and with any changes to the product or business opportunity descriptions. All such updates to previously approved advertisements must receive prior written approval from Morinda Compliance.

The IPC advertisement or promotional items must include the statement "Morinda Independent Product Consultant." Each IPC advertisement or promotional item must also include the following sentence: "Tahitian Noni™, TePoemä®, and Moéa® are trademarks of Morinda, Inc." (IPCs need reference only those trademarked terms that actually appear on the advertisement, as directed by Morinda Compliance.) A trademarked term must be marked with the appropriate symbol each time it appears in a heading. The advertisement needs only to mark the trademarked term the first time that the trademarked term is used in the body of the text on each page of advertisement.



Privately published media that uses Morinda, Inc. trademarks or that is used in connection with the sale of Morinda products must also be approved by Morinda Compliance prior to its use. Failure to receive approval for advertising material of any kind may result in disciplinary action against the IPC(s) responsible.

Since advertising regulations differ between countries, an IPC must receive approval for the material in the country in which it will be distributed or used.

IPCs may obtain approval by submitting a copy of the proposed advertisement or statements that are going to be made prior to recording or printing the advertising or promotional items. Proposed advertisements may be sent to Morinda UK Compliance (ukcompliance@tni.com). Please allow two weeks for approval of submitted materials, and four weeks for the approval of submitted websites. Using advertising or promotional items that have not been approved may result in disciplinary action against the IPC account.

2.5.3. Advertising to Persuade Persons Becoming IPCs

An IPC shall not issue, circulate or distribute any advertisement (other than those that form part of a newspaper or magazine or are transmitted by radio or television) which contains information likely to lead directly or indirectly to persons becoming IPCs unless the advertisement contains the name and address of Morinda UK Ltd (for IPCs in the UK or Ireland) or Morinda UK Ltd and its local sales affiliate (for other IPCs), describes Morinda Products and services supplied and contains the following wording:

- It is illegal for a promoter or participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.
- Do not be misled by claims that high earnings are easily achieved.

The statements above must:

- not appear at the beginning or the end of the advertisement;
- insofar as the advertisement contains any information as to the sources of income for IPCs from distribution in the trading scheme, appear together with such information and be given no less prominence than such information;
- be easily legible or audible; and
- be afforded no less prominence than that given to any other information in the advertisement apart from the heading of the advertisement.

2.5.4. Use of Morinda, Inc. Trademarks, Logos, Brands, or Intellectual Property

Unless contained in Morinda-produced marketing materials, IPCs are not permitted to use Morinda, Inc.'s trade name or any of its trademarks or service marks without prior written approval of Morinda.

2.5.5. Advertising in Unopened Countries

Morinda prohibits advertising in countries for which an official opening date has not been announced. Even after an official opening date has been announced for business in a certain country, IPCs may not use any Morinda, Inc. trademarks, trade names, logos, phone numbers, graphics, or any other intellectual property of Morinda without written permission or before the date Morinda has officially opened for business in that country.

2.5.6. Reproduction of Morinda Materials

IPCs may not produce or reproduce, for sale or personal use, products sold by Morinda. This includes Morinda-produced literature, audio, video or electronic material, presentations, events or speeches, and conference calls. Video recording, audio recording or still photography of Morinda meetings and conferences is allowable at the discretion of the meeting sponsor.

2.5.7. Unsolicited E-mail

Morinda does not allow IPCs to participate in advertising any products or programmes through "spamming" or any unsolicited email of any kind, including but not limited to 1) mass e-mail, 2) unauthorised or unethical posting of advertisements on newsgroups, or 3) buying e-mail lists from any group or person and then sending messages to persons on those lists. Harassment, whether through language, frequency, or size of messages, is prohibited.

2.5.8. Fax Blasting

Morinda does not allow IPCs to send unsolicited faxes advertising Morinda products or programmes. Faxes should only be sent to those who have inquired or requested that such information be sent to them.

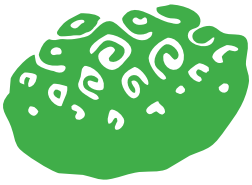
2.5.9. Product Claims

Morinda expressly prohibits IPCs from making therapeutic or medical claims about any Morinda products. Morinda provides approved literature for the sale and representation of its products. Any claim of cure or treatment is strictly prohibited. Any recommendation of product use other than the usage recommended by Morinda is prohibited.

The EU and local laws have developed laws that prohibit mentioning diseases or ailments in the promotion of food. These laws apply even if the claims are true, and include inferences or implications of cure or treatment as well as express statements. They apply to direct statements as well as personal stories/experiences, since these imply a curative use of Morinda products.

Although official abstracts from scientific journals are legitimate sources of information, please submit any information you wish to publish to Morinda UK Ltd Compliance for review before proceeding.

2.5.10. Personal Stories/Experiences



Personal Stories/Experiences must be the IPC's own and must expressly avoid any claims of cure, treatment, or prescription. They must not include a list of ailments, body systems, or diseases in any way. For example, an acceptable personal story/experience might read: "I have used Morinda Bioactive Beverages, and I highly recommend it. I have felt great since drinking Original Bioactive Beverage." IPCs must obtain written permission from Morinda for use of a personal story/experience in any type of written advertising.

2.5.11. What you may say about Morinda Beverages and other products

IPCs may only use approved nutrition and health claims about Morinda Beverages and other products and may not say that products are able to cure any illness, disease or ailment. Please refer to your starter kit, local website for further details about the benefits of our products.

2.5.12. Spokespeople and Advisory Board Members

IPCs may use the materials produced by Morinda that contain endorsements in the promotion of Morinda products, but IPCs may not produce advertising material with the same endorsements. Such endorsements are meant for the benefit of all IPCs.

Morinda-contracted Spokespeople and Advisory Board Members are sometimes willing to speak at private IPC meetings, provided that the IPC pays all travel expenses. All contact with these individuals must be arranged through the Morinda Public Relations Representative for Europe.

2.5.13. Income Claims and Representation of the Morinda Compensation Plan

IPCs must truthfully and fairly describe Morinda's compensation plan. No false or misleading income claims may be made to other IPCs or to prospective IPCs as a means of recruiting them. IPCs may not add to or modify Morinda's compensation plan, nor may IPCs represent any part of the IPC's own programmes as a part or aspect of Morinda's compensation plan. An IPC may not use his or her own income or the incomes of other IPCs as indications of the success assured to others. Commission cheques may not be used to guarantee commissions or estimate expenses to prospects.

The power of the Morinda compensation plan may be accurately shown using the Morinda-approved materials. Each IPC must be trained so that it is clearly understood that success comes from the effort, dedication, resources, and time he or she commits to this enterprise.

2.5.14. Representation of the Morinda Business Opportunity

IPCs must truthfully and fairly describe the Morinda Business Opportunity. IPCs may not add to or modify Morinda's Business Opportunity as a part or aspect of Morinda's Business Opportunity.

2.5.15. Television and Radio Advertising

All radio and television ads must contain the following two sentences:

- This advertisement has been paid for and produced solely by an Independent Product Consultant of Morinda.

- Tahitian Noni™, TePoemä®, and Moéa® are trademarks of Morinda, Inc. (IPCs need reference only those trade marked terms that actually appear on the advertisement.)

Advertising done on the radio or television must follow a pre-approved script. There must not be any question/answer sessions or any similar situation where Morinda cannot pre-approve what is said. IPCs must follow all policies, including the "What You May/May Not Say" guidelines, for the country in which the advertising is done.

2.5.16. Business Cards and Stationery

IPCs may design their own stationery, letterhead, and business cards, etc. These designs must be submitted to and approved in writing by Morinda Compliance before being printed or distributed.

2.5.17. Telephone Answering

IPCs may not answer the telephone or use a recording solely stating "Morinda," or any other communication that would lead the caller to believe they have reached any Morinda Company offices.

2.5.18. Telephone Listings

IPCs must submit all proposed telephone listings to Morinda Compliance for review prior to submitting the listing for publication. All telephone listings must state that the IPC is a "Morinda Independent Product Consultant" and may not state or suggest that the listing is for Morinda, Inc.

2.5.19. Telephone Recordings

IPCs must submit all proposed telephone recordings, telephone messages,

pre-recorded information messages, "peak interest" messages, recorded conference calls, etc. and the telephone numbers for any such recordings to Morinda Compliance for approval prior to using the recordings, messages or telephone numbers in any advertising or promotional materials.

2.5.20. Third-Party Materials and Literature

Any literature created by or with the assistance of a third party containing express or implied curative and/or income claims may not be used in conjunction with the sale or advertisement of Morinda products. Any IPC using such materials in connection with Morinda and/or Morinda, Inc. trademarks may be subject to discipline.

2.5.21 Tradeshows and Exhibitions

Morinda encourages its IPCs to display and represent Morinda products in reputable trade shows and exhibitions. IPCs must receive permission from Morinda Compliance to do so prior to the event. Each IPC is responsible for obtaining individual permission from Morinda Compliance for the event; IPCs may not obtain permission for the event on behalf of another IPC. At Morinda's sole discretion, more than one IPC may be approved to participate in an event. As a general rule, only one IPC will be approved for each event. Flea markets, swap meets, or similar events will not be approved.

An IPC must submit to Morinda Compliance either a copy of the proposed contract regarding the space to be used for the display or a reputable source of information describing the event and dates. IPCs are responsible for obtaining their own authorisation from the event organisers.

The event must occur no more often than once a month. Only Morinda approved signage, literature or advertising in any medium may be used at such an event. Product samples may be given and products may be sold. The IPC must be identified as a Morinda Independent Product Consultant.

2.5.22. Media Inquiries

Media inquiries regarding Morinda or its products must be referred to the Morinda Public Relations Representative for response.

2.5.23. Press Releases

IPCs may include a link on their personal websites to Morinda's press releases. Morinda's press releases may be found on www.Morinda.eu.com

IPCs may not release or submit any official Morinda press releases to any wire services or any similar distribution channels.

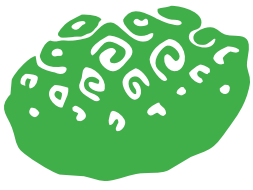
If an IPC wishes to create a press release, the IPC must submit the press release to Morinda Compliance before publishing or distributing the press release. IPCs may not make statements that would mislead a person to believe that the IPC is a member of Morinda's Public Relations Department.

2.5.24. Internet Advertising

Morinda allows IPCs to advertise on the internet on their own personal sites, or other sites as determined by Morinda, provided the IPCs comply strictly with all policies and procedures outlined in this manual. All internet use of corporate trademarks, logos, or other intellectual property of Morinda, Inc. must comply with the guidelines outlined in this manual and be approved by Morinda prior to use.
Websites may not be published on the internet or indexed to internet search engines prior to receiving approval from Morinda Compliance. In order to approve a website, Morinda may require a hard copy of the website and all web pages linked to that site. IPCs must allow four weeks for such approvals to be processed.

Any alteration of an approved website or any of its contents without prior written approval from Morinda may, at Morinda's discretion, result in suspension or termination of the IPC Agreement. The use of any material that, in Morinda's sole discretion, is deemed to be pornographic, discriminatory, or otherwise offensive is strictly prohibited and may subject the IPC account to immediate termination. Links from a web page containing information concerning Morinda or its products to a page containing such inappropriate information may also subject the IPC to immediate termination.

IPCs are responsible for all content on any pages of their website, including content that may have been added by an IPC whom the IPC has allowed to have a personalised page on the site. An IPC who plans to allow other IPCs to have a personalised page on the site must arrange with Morinda Compliance an approval process for those personalised pages.



The IPC must ensure that the website complies with the numerous requirements set out by the legislation on e-commerce and distance selling and, in general, by consumer protection laws, as well as by data protection laws.

2.5.24.1 Web Page Setup

The URLs and domain names of IPC websites are subject to approval by Morinda Compliance. Every web page of an IPC website must be approved by Morinda Compliance prior to being published on the internet or being indexed to internet search engines. The IPC must head or foot each page with the sentence "Tahitian Noni™, Tahiti Trim®, Tahiti Trim Plan 40®, TePoemä ®, and Moéa® are trademarks of Morinda, Inc." (IPCs need reference only those trademarked terms that actually appear on the advertisement). Then the site only needs to reference the first time that a trademarked term is used on each page. The site must also have a header or footer on each page with the words "Morinda Independent Product Consultant."

2.5.24.2 Use of Morinda, Inc. Trademarks and Service Marks in URLs and Domain Names

In order to preserve and protect its trademarks, Morinda has prohibited all use of its trademarks and service marks, in any form, in internet website URLs and domain names. This includes but is not limited to the Morinda, Inc. trademarks Tahitian Noni™, TePoemä®, and Moéa® either individually or in combination with other words.

2.5.24.3. Use of Buried Codes, Hidden Text, and Metatags in IPC Websites

All use of Morinda trademarks, trade names, logos, or copyrighted material in buried codes, hidden text and metatags must be authorised by Morinda, as with all other trademark usage. Buried codes, hidden text and metatags may not make any implicit medical claims or use words that refer to illnesses or diseases.

2.5.24.4. Internet Sales

IPCs are allowed to advertise and sell Morinda products on their personal websites. The IPC is responsible that such sales are in compliance with all relevant laws with respect to consumer protection and e-commerce. IPCs may not advertise or sell Morinda products on other websites, including but not limited to online malls, online auctions, online stores, or virtual shopping sites. Such sites are considered by Morinda to be public retail establishments (see "Sale and Display of Products").

2.5.24.5. Multiple Products/Services on Personal Websites

IPCs are permitted to link a page about Morinda products to a home page on which multiple products or services are sold or advertised. Both the Morinda products page and the home page must comply with Morinda's advertising policies and guidelines and must be approved by Morinda. The Morinda products page itself must advertise only Morinda products and

not link to any of the other products. Morinda reserves the right to deny approval of placing Morinda products on a home page with products or services of a questionable or offensive nature.

2.5.24.6. Linking a Personal Morinda Products or Business Website to Other Sources of Information

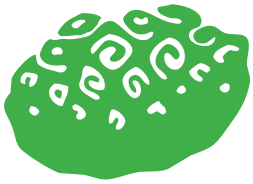
IPCs may not link their personal websites that advertise Morinda products to any website which Morinda deems to be of a questionable or offensive nature. IPCs may not link personal websites to websites that contain curative or income claims.

IPCs are permitted to include direct links on their personal Morinda products websites to www.Morinda.eu.com and to other websites that have been officially approved by Morinda Compliance.

IPCs may include links on their personal websites to other sites, including those that contain legitimate scientific research. When linking to other sites, an intermediate disclaimer page must be included. This page must be between the personal site's home page and the third-party research website and be free of everything but the disclaimer. The disclaimer should read:

> "The link you have clicked on leads to a website not endorsed or operated by Morinda. The information and views expressed on that site are solely those of the owner of that site and do not constitute advertising of Morinda products. If you have read and understood this disclaimer, click below to continue."

This intermediate page would then continue on to the third-party website. The website must be on a separate website domain and not have a reciprocal link back to the IPC's personal website.



2.5.24.7. Advertising on Social Networking Sites, Video Sharing Sites and Blogs/Weblogs

IPCs may advertise Morinda products on social networking sites (such as MySpace and Facebook), video sharing sites (such as YouTube and Google Video), and blogs/weblogs under the following conditions:

- The intended advertising or promotion is permitted by the site to which the IPCs has subscribed. IPCs need to ensure that they abide by the rules and policies of the sites.

- The content of the IPC's page or posting on the site must be relevant to the purpose of promoting or advertising Morinda products;
- The content of the IPC's page or posting on the site must be appropriate to the needs and expectations of the targeted audience;
- The content of the IPC's page or posting on the site must not be offensive, lewd or malicious.

In addition, the primary purpose of the parent sites must not be offensive, lewd or malicious, and must be in keeping with the founding principles of Morinda.

IPCs are responsible for all content on these sites, including any comments made on the sites by third parties. Any content or statements relevant to the promotion of Morinda's brand, products or business need to be submitted to the Compliance Department for approval prior to its posting. IPCs are responsible to delete or edit any content and comments that are not compliant with Morinda's policies. The above policies amend the general prohibition against advertising on blogs and weblogs.

2.6. MARKETING MORINDA PRODUCTS AND PROGRAMMES

2.6.1. Retail Sales Policy

Only authorised IPCs with whom Morinda has a signed agreement may sell Morinda products. It is against Morinda policy for IPCs to sell Morinda products for the purpose of resale by others.

2.6.2. Sale and Display of Products

Morinda products may not be sold, displayed, or stored in public retail establishments, including but not limited to health food stores, grocery stores, chain stores, shopping malls, internet auction sites, internet malls, internet stores, virtual shopping sites, or other establishments in which the primary function is the retail sale of products as opposed to professional services. Morinda advertising or promotional materials may not be displayed inside or outside such retail establishments.

Morinda products may be sold and displayed in private or restricted-access offices, clubs, etc. Such establishments are those in which the general public is not allowed unless by appointment or through a

membership and in which the primary function of the establishment is the provision of services and not products. Morinda products and promotional materials may be displayed in the interior of such establishments. These materials may not be placed on the outside of these establishments, such as a wall or window that is accessible by the public.

IPCs who are selling or displaying products in a service establishment must notify Morinda with the location, name and address, and what services are provided in the service establishment.

2.6.3. Retail Sales Records

From time to time Morinda UK Ltd may request copies of retail sales records for the purpose of developing data and statistics about the sale of Morinda products at the retail level. These records will be used solely for developing these statistics and evidence no intent to oversee the IPC's retail sales activity or the IPC's retail price policy.

2.6.4. IPC Contact with Customers and with other IPCs

IPCs should use the customer order form provided by Morinda when dealing with retail customers. The Customer Order Form will serve as a written receipt completed which the IPC will provide to each retail customer upon sale of Morinda products. However, for any orders placed directly with the Company, Morinda will include the appropriate receipt with the order.

Contact with potential customers and with other IPCs will be made in a reasonable manner and during reasonable hours. A demonstration or sales presentation must be discontinued upon the request of the potential customer or the IPC. IPCs are responsible for ensuring that they comply with all relevant laws and regulations in respect of IPC sales to retail customers.

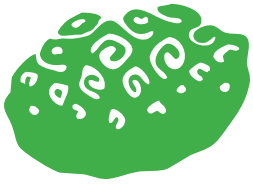
2.6.5. Government Representations

IPCs may not represent that Morinda's compensation plan has been approved by any government agency. IPCs must accurately represent any government approvals relating to Morinda products. IPCs may not represent that Morinda has any exclusive arrangement with any government regarding access to or use of any products.

2.6.6. Exclusivity Claims with Morinda

IPCs are prohibited from using a familial relationship to any founder, country manager, or employee of Morinda to promote either

themselves or their IPC accounts. IPCs are prohibited from using their former employment at Morinda to promote either themselves or their IPC accounts. IPCs may not allege or imply that the IPC has unique access or a special advantage with Morinda executives or employees that other IPCs do not have. IPCs may not represent themselves as founders, country managers, employees, executives, etc. of Morinda. IPCs doing business in a business name may use their personal name and picture in promotional literature or advertising.



2.6.7. Repackaging of Morinda Products

IPCs may not repackage Morinda products or materials.

2.6.8. Selling Products or Materials to Other IPCs

It is Morinda's policy that IPCs may not offer Morinda products or materials for sale to other IPCs, or for IPCs to purchase Morinda products from other IPCs. In an emergency, one IPC may lend products to another IPC. The borrowing IPC must then order replacement products from Morinda and have these products drop-shipped to the lending IPC.

2.6.9. Sales outside the EU/EEA

IPCs may not ship Product from one European Union (EU) country (including any country of which the future accession to the EU has been acquired) or European Economic Area (EEA) country, in which Morinda is doing business, into a non-EU/EEA country in which Morinda is or is not doing business. In all non-EU/EEA countries in which Morinda UK Ltd or any member of the Group is doing business, the local Morinda corporate entity and the country manager will be the only authorised importer of all Morinda Products. Morinda has spent great amounts of time and money registering Product in the country, preparing labels for the country, and having lawyers and regulatory officials review our procedures, Products, and materials. These are country-specific, and shipping from one EU/EEA country to non-EU/EEA countries circumvents this process and seriously damages the efforts of Morinda to comply with local law.

2.6.10. International IPC Activity in Unopened Markets

It is Morinda's right to open new markets. Morinda does not give any IPC sole or exclusive access to any market, and any claim to such effect is false. Morinda does not authorise any third party to obtain importation rights or product approval in any country. Morinda reserves these rights exclusively for itself and its designated agents. Morinda Access is currently the entity authorised by Morinda to act in this capacity for Morinda. Unless otherwise specified, products purchased by IPCs through Morinda Access are for personal use only by IPCs.

Until Morinda has issued an official announcement about the opening of a specific country, IPC meetings are prohibited in that country. A meeting is defined as any gathering where Morinda's marketing opportunity and/or its products are discussed that is attended by five or more people. Morinda meetings will be allowed in unopened countries after the following conditions have been met:

a. An official Morinda opening date has been announced.
b. Official "Meeting Guidelines" for that country have been published.

IPCs holding these pre-opening meetings must carefully follow the published "Meeting Guidelines" for that country. These guidelines will be published within the official country-opening announcement.

2.6.11. Obtaining IPC Organisation Information

Most IPC organisation information necessary to successfully operate an IPC account can be found at www.NoniOffice.com. An organisation report that contains the name, ID# and country of an IPC's organisation line may be obtained after a signed Organisation Report Non-Disclosure Agreement is on file with the Company. The organisation report will be sent to the address, fax number or email address on file for the IPC. Organisation reports will only be sent to the IPC whose organisation is on the report.

2.6.12. Vendor Confidentiality

Morinda's business relationships with its vendors, manufacturers, and suppliers are confidential. IPCs may not, directly or indirectly, contact, speak to, or communicate with any vendor, supplier or manufacturer of Morinda about Morinda or other business ventures. IPCs may communicate with the vendor, manufacturer, or supplier, about Morinda at a Morinda-sponsored event where the vendor, supplier, or manufacturer is present at the request of Morinda.

2.6.13. IPC Access to Morinda Offices

All IPCs who visit any Morinda office must sign in at the front desk and obtain and wear a visitor badge. All IPCs must be accompanied by a Morinda employee at all times while on the premises.

2.6.14. Reliance on Corporate Officer or Employee Opinions or Representations

Morinda has an extensive support system to assist IPCs in building their businesses. Customer support staff, Premier Leader Representatives, and

VIP Services are provided to facilitate the ability of IPCs to effectively run their IPC accounts. Corporate officers and managers strive to remain close to IPCs and their customers. However, except as outlined below, support staff is not authorised to issue binding opinions regarding the policies in this manual, the significance of the terms of the IPC Agreement, the creation of a contract, or the qualification or sales statistics regarding any IPC account.

Any legally binding interpretation of an IPC Agreement provision or policy expressed in this manual, or the creation or interpretation of any other contract, must be in writing and can come only from the Morinda Legal Department or by a resolution of the Morinda Board of Directors.

Because Morinda employees and officers are not authorised to give opinions or make representations to IPCs except as noted above, IPCs are not authorised to rely on such opinions and Morinda specifically disclaims liability for any reliance thereon by any IPC.

SECTION 3 – ADMINISTRATION

3.1. BECOMING AN INDEPENDENT PRODUCT CONSULTANT (IPC)

3.1.1. Eligibility Requirements

It is an essential part of Morinda UK Ltd's distribution system that the customers be given the opportunity to see, test and judge the Products at their leisure, away from retail stores or other permanent retail locations. For this reason (and without prejudice to the IPCs' right not to sell the Products, as explained above, in the section "Freedom of IPCs under the Agreement"), only persons who agree to sell the products through direct selling (i.e. selling directly to consumers on a person-to-person basis, away from retail stores or other permanent retail locations) are eligible to be Morinda UK Ltd IPCs.

As set out above, honesty and integrity are central to the Morinda network. In order to protect its customers from illegal or deceptive selling practices, Morinda UK Ltd shall only accept as IPCs persons or entities who strictly avoid all deceptive, misleading, discourteous, unethical, and immoral conduct, and who strictly observe the DSA Code of Business Conduct and the DSA Consumer Code.

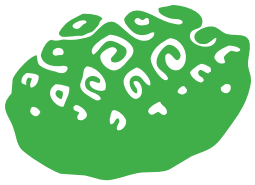
Personal Sponsors and Placement Sponsors have a particular responsibility to provide guidance on the above principles. Information on Products is

available from Morinda UK Ltd on request and on the www.Morinda.eu.com website.

3.1.2. Benefits of Being a Morinda UK Ltd IPC

Morinda UK Ltd IPCs are entitled to several benefits. The main benefit is the right to purchase the Products at Autoship price without limitation (subject to the 70% Rule). Other benefits include the access to the database of Morinda UK Ltd (see section "Obtaining IPC Organisation Information"), the guidance offered by the Personal Sponsors and Placement Sponsors (see section "Training Requirement"), and the right to bear the title of Morinda UK Ltd IPC.

3.1.3. Application Process for Becoming an IPC:



A person or entity may become an IPC. There are three ways to apply:

a. Registering through the Morinda telephone enrollment.
b. Registering via electronic enrollment over the internet.
c. Registering by completing, signing, and returning an IPC Agreement to Morinda by fax, mail, in person, or emailing a scanned copy of the IPC Agreement.

An individual may apply to be an IPC under his or her own name or under a "doing business as" (DBA) designation with the name of the individual as the contact person for the IPC account. An entity applying to be an IPC must use the third method above and must submit all necessary business documents at the time of application.

IPCs must mail, fax, or scan and email a copy of their signed IPC Agreement within 60 days if the IPC has enrolled up by methods a or b. If submitting by fax, both the front and back sides of the IPC Agreement must be completed in their entirety and received by Morinda. The IPC must return the original Agreement or a copy thereof to Morinda UK Ltd Ltd and maintain a copy for his/her own record. In the event that Morinda does not receive a fully executed IPC Agreement, Morinda will have no obligation to pay commissions and bonuses to the IPC. Morinda reserves the right to request legal proof of identification from an IPC, e.g. driver's license, passport, or other form acceptable to Morinda.

IPCs must be of legal age in the state in which the IPC resides. IPCs must pay the application fee (currently £23.50 / €33.00), and will receive a free starter kit upon enrollment. No initial purchase other than the application fee is required. IPCs who enrolls through the telephone or

the internet are on temporary status until a properly completed and signed IPC Agreement is received and accepted by Morinda within 60 days of the application. If a valid IPC Agreement has not been received within 60 days of enrollement, the IPC will not be eligible to earn commissions until such documentation has been received. The commissions will pay out to the IPC's qualified upline.

Morinda reserves the right to reject any IPC Agreement that is incomplete or otherwise unacceptable. Upon discovery of incomplete or unacceptable information on a previously accepted IPC Agreement, Morinda reserves the right to void the IPC account. In the event that Morinda does not receive a fully executed IPC Agreement from an IPC, Morinda will have no obligation to pay commissions or bonuses to the IPC.

3.1.4. Ordering Products

Morinda UK Ltd is unable to receive or process any payment or supply any Products until a copy of the Agreement which has been signed by both parties is received by the IPC.

To order Morinda products, the IPC should complete the order form, which can be obtained from Morinda UK Ltd (for IPCs in the UK or Ireland) or the local sales affiliate (for other IPCs) or by telephone using the Morinda UK Ltd order line (for IPCs in the UK or Ireland) or (for other IPCs) the order line for the local sales affiliate. Together with the payment of the first order of Products, an enrollement fee must be paid to Morinda UK. The enrollement fee is currently set at £23.50/€33.00 and may be subject to change from time to time. A description of the current Products available is set out in the Product list that accompanies this Policy Manual. The Product list is subject to review and up to date Product lists can be obtained from the Morinda UK Ltd website or by telephoning the order line.

3.1.5. Withdrawing an IPC Application Within Fourteen Days

Any IPC who desires to withdraw the application to be an IPC within fourteen days of enrolling may do so by notifying Morinda by phone, fax, or e-mail. Upon Morinda's timely receipt of the request, the annual fee will be refunded in the same medium it was paid. Any IPC who withdraws the application is subject to the Six Month Waiting Period policy.

3.1.6. Independent Contractor Status

IPCs are independent contractors. For both taxation and legal purposes, IPCs are not franchisees, joint ventures, partners, employees, or agents of Morinda. IPCs are prohibited from stating or implying anything to the contrary, either orally or in writing. Morinda

is not responsible for payment or co-payment of any employee benefits. If the government of an IPC's local jurisdiction requires Morinda to withhold taxes related to the IPC's status, Morinda will deduct such amounts from the IPC's commissions prior to issuing the commissions. In the event that Morinda or a competent authority finds that any withholding taxes, interest or penalties associated with the IPC's commissions payments remain outstanding after the commissions have been issued, Morinda will deduct such amounts directly from the IPC's future commissions payments. If Morinda is required to garnish an IPC's commissions pursuant to a court order, Morinda will deduct such amounts from the IPC's future commissions payments.

An IPC has no authority to bind Morinda or incur any obligation on behalf of Morinda. IPCs set their own hours and determine how to conduct their Morinda business within the policies established in this manual. IPCs are responsible for their own liability, health, automobile, disability, workers compensation, and all other insurance. Please note that homeowners' insurance policies generally do not provide coverage for any commercial activities conducted in the home. In promoting and selling Morinda's products to third parties, the IPC will act as a principal, selling the products solely on the IPC's own account. The IPC will not enter into any contract as agent for Morinda without Morinda's express prior written consent.

3.1.7. Enrolling as an Individual or as a Business Entity

Entity applications must be signed by an authorised officer of the corporation, partnership, or trustee of the trust. These applications will become the binding IPC Agreement for such entity. All business enrollments must be done using both an IPC Agreement and a Business Application Addendum. Morinda must be notified in writing if any of the information contained in the required documents changes in any way and be given updated or revised versions of those documents. Morinda retains the same discretion to accept or reject a change in the ownership of an IPC account entity as it has to refuse the initial IPC Agreement.

3.1.8. Co-applicants

Only individuals who are married or living as such are allowed to apply as co-applicants without a written agreement between the applicants. The spouse of an IPC, de facto or common-law spouse, or cohabitant is always considered to have a beneficial interest in the primary applicant's IPC account and may not enroll as a separate IPC (see "Simultaneous Interests" policy). To add any other co-applicant, the primary applicant must submit written documentation designating the secondary applicant

as the co-applicant of the primary applicant on the account and explaining the nature of their business agreement.
Co-applicants have the right to contact Morinda on behalf of the IPC to receive information about the IPC account, and place orders under the IPC ID number. The co-applicant is not allowed to sign for sponsor changes or make any request which alters the status of the IPC account without written authorisation from the primary applicant. Commission and bonus checks will always be in the name of the primary applicant.

3.1.9. Enrolling As a Business Entity

Multiple business entities owned and/or operated by the same individual may enroll as IPCs with the prior approval from Morinda and under the following conditions:

- The entities are legitimate pre-existing legal entities;
- The entities have been incorporated for at least one year prior to association with Morinda;
- Each entity has had its own federal employer ID number for a period of at least one year;
- Each entity engages in legitimate business operations unrelated to direct selling;
- The entities are not retail sales outlets (including online) and therefore would not undermine the network marketing concept;
- Each entity is able to provide a substantial benefit to Morinda in the form of goods or services beyond the scope of what a typical IPC could provide by way of business building;
- These goods or services are to be provided at no cost to Morinda;
- There will be no placement related to the multiple entities;
- This and any other similar opportunity will be subject to approval by Morinda in its reasonable discretion.

For more information on enrolling an IPC account in the name of a partnership, a trust, a corporation, an LLC, or a non-profit organisation, or other business entity, please go to www.NoniOffice.com.

3.1.10. Relationship to Sponsors

The relationship between an IPC and his or her personal and placement sponsors is central to the operation of a successful Morinda business. Morinda recognises this relationship as binding if created pursuant to the methods and procedures described under the "Becoming an Independent Product Consultant (IPC)" policy.

The personal and placement sponsors of an IPC are identified in the IPC Agreement. If the new IPC is placed immediately below the personal

sponsor, then the personal sponsor and placement sponsor are the same. If the IPC is placed at any level below the first line of IPCs below the personal sponsor, the IPC immediately above the new IPC is the placement sponsor. Personal and placement sponsors must always be in the same organisation, with the personal sponsor above the placement sponsor in the same line, in order for commissions to be correctly calculated.

It is important that great care be exercised in selecting the personal sponsor for an IPC account. A personal sponsor has the right to place a new IPC anywhere in his or her organisation. This means new IPCs may or may not be working directly with their personal sponsor. A new IPC should also understand that titles and commissions based on sales of Morinda products will be paid to the personal and placement sponsors based on the performance of the IPC account.

3.1.11. Conflicting Personal Sponsor or Placement Sponsor Information

Where sponsor information on the submitted IPC Agreement conflicts with information previously received via phone, written, or internet enrollment, the phone, written, or internet enrollment information is presumed to be correct and will control. In the case of any other discrepancy, the IPC Agreement will prevail. Morinda reserves the right to make sponsor and commission adjustments if it concludes, in its sole discretion, a Morinda employee error was made during the enrollment process.

If, after completing the enrollment process, an IPC changes his or her mind about who should be the personal or placement sponsor or finds he or she has made an error in selecting their sponsor, a completed Error Correction Form must be submitted to Morinda within 14 days of the enrollment of the IPC account. This form can be found on www.NoniOffice.com or in the back of this manual.

3.1.12. Sponsoring

IPCs may sponsor other IPCs in any other country in which Morinda is officially doing business. IPCs must ensure that each potential IPC has reviewed and has access to the relevant Morinda Policy Manual prior to or at the time of giving the individual an IPC Agreement.

3.1.13. Complaints

If the IPC has any complaints about Morinda products or services provided by Morinda UK Ltd or its local sales affiliates, the IPC should contact the appropriate office.

3.1.14. After Sales Services

During the term of the Morinda UK Ltd IPC account, if the IPC has any queries about the Products or the IPC account, the IPC should contact Morinda UK Ltd or the local sales affiliate.

3.2. CHANGING THE STATUS OF AN IPC ACCOUNT

3.2.1. Active IPC or Inactive IPC Status

The IPC Agreement allows a person to become an IPC with or without any purchase of products. Becoming and maintaining an active IPC account requires consistent sale of products through the IPC account; an inactive IPC account does not require consistent sale of products.

Additional benefits are granted to IPCs who maintain a minimum activity level. These privileges include receiving Fast Start and Unilevel commissions and various other bonuses, sponsoring new IPCs into the organisation, and signing for sponsor changes.

This minimum activity requirement is to:

a. be a participant in the AutoShip programme, or

b. sell through the IPC account* at least a cumulative 60 QPV in the current and prior two calendar months and a) have at least one placement sponsored IPC on the first level with at least 60 QPV accumulated over the current and prior two calendar months, or b) have at least one personally sponsored IPC with at least 60 QPV accumulated over the current and prior two calendar months. *Selling through the IPC account includes purchases the IPC makes for his/her personal use.

If an IPC does not maintain this minimum activity, he or she will be placed on inactive IPC status. Inactive IPCs will be able to continue to purchase products at regular prices using their IPC ID number.

IPCs may remain on inactive IPC status indefinitely, provided they pay or place a product order prior to their renewal date each year. Any IPC account placed on inactive IPC status may return to active status by submitting an Inactive IPC Reinstatement Form (obtained from www.NoniOffice.com or at the back of this manual) along with a reinstatement fee (currently set at £10) to Morinda, or by placing a product order on the IPC account. Reinstatement will occur as long as the qualifications for active IPC account are met and the renewal date of the IPC account has not passed. Inactive IPCs may only reinstate prior to their renewal date (see "Annual Renewal of IPC Status").

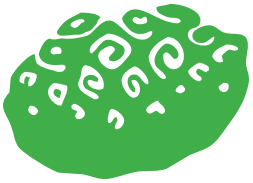
3.2.2. Changing Business Form of IPC account

An IPC who wishes to change the form of business from that of an individual IPC to a participant in a corporation, partnership, or trust under the same sponsor and IPC ID number may do so at any time, subject to all Morinda policies, including the submission of a Sale of IPC Account Form to Morinda Compliance. (See "Signing Up As a Business Entity" policy.)

3.2.3. Voluntary Termination of IPC account

An IPC may terminate the IPC Agreement with Morinda at any time. The contract may be terminated for any or no reason, and the IPC is not required to specify the reason to Morinda.

The terminating IPC must send a signed written notice to Morinda of the intent to terminate. E-mail requests will be accepted if sent from the IPC's email address on file with Morinda, or if sent from the IPC's www.NoniOffice.com account. The IPC should not have any activity on the account once a resignation letter has been submitted to Morinda. The termination will be effective upon receipt and processing by Morinda Compliance.



Any IPC that desires to withdraw his or her voluntary resignation and be reactivated as an IPC account may do so at any time. Morinda retains the same discretion to accept or reject the resignation withdrawal from an IPC as it has to refuse the initial IPC Agreement. If a letter is received within 30 days of the processing of the termination of the account, the downline organisation of an IPC account will be reinstated. If more than 30 days have passed since the processing of the termination of the account, the account may be reactivated, but the downline organisation of the account will not be reinstated.

The Six Month Waiting Period policy will apply to any IPC who voluntarily terminates the IPC Agreement with Morinda.

3.2.4. Annual Renewal of IPC Status

Unless an IPC voluntarily resigns or is terminated by Morinda, the length of an IPC Agreement, and each subsequent renewal, is one year. AutoShip-qualified IPCs will be renewed automatically and free of charge unless otherwise notified in writing. IPCs not participating in the AutoShip programme will be automatically renewed upon submitting a renewal fee as set by Morinda, or upon placing an order with Morinda. Morinda retains the same discretion that it has to accept or reject a request to renew an IPC account as it does to refuse the initial IPC Agreement.

Cheques for commissions, rebates, or bonuses already earned but not issued will continue to be issued. If the renewal fee has still not been paid or an order placed 30 days after the renewal date, the IPC account will be terminated and all right to compensation earned and not yet issued by Morinda will be forfeited. The terminated IPC account's downline organisation will be transferred to the next applicable personal and placement sponsors in the IPC's upline unless otherwise determined by Morinda.

IPCs who have been enrolled and operate through Morinda Access will not be required to pay a yearly renewal fee but will instead be terminated automatically if after 13 months they have not purchased any products from Morinda. Such IPCs may request to be reactivated at any time upon purchase of products from Morinda but will only retain their downline organisation to be reactivated within 30 days of the termination.

3.2.5. Reactivation of Previous IPC account

An IPC who fails to renew or who voluntarily resigns the IPC Agreement with Morinda may reactivate the former IPC account without having to wait the Six Month Waiting Period. Morinda retains the same discretion to accept or reject the reactivation request from an IPC as it has to refuse the initial IPC Agreement. If the account is reactivated, with Morinda's permission, the IPC will be reactivated in its current position in the organisation. If the IPC reactivates within 30 days of termination, the downline organisation of the account will be reinstated to the account. An IPC account that has been terminated by Morinda for violations of the Policy Manual, Compensation Plan, IPC Agreement or other Morinda policies and procedures may not be reactivated unless approved in writing by Morinda.

3.2.6. Reapplication under New Sponsor—see "Six Month Waiting Period"

3.2.7. Six Month Waiting Period

An IPC who has a beneficial interest in any IPC account and wishes to replace it with a beneficial interest in another existing or new IPC account must terminate the current beneficial interest. He or she may initiate a beneficial interest in another IPC account six months after the cancellation, six months from the date of the last order placed, or six months from the date that the IPC last had a beneficial interest in any IPC account or, whichever date is latest. A beneficial interest in any IPC account includes, but is not limited to, being a coapplicant on an IPC account, advertising Morinda products or the Morinda business, participating in IPC meetings, accessing information on a www.NoniOffice.com account, directly or indirectly representing oneself as an

IPC, financial assistance provided to an IPC account, financial benefit from an IPC account, etc. If a person wishes to continue using Morinda products during the six month waiting period, the person may place orders directly with Morinda, or may enroll as a Customer with Morinda. The only activity a Customer may have during the six month waiting period is product orders on the Customer account.

3.2.8. Upline Release Policy

The six month waiting period may be waived if a completed Upline Release Form is received by Morinda for the IPC. The submission of a completed Upline Release Form to Morinda Compliance will cause the current IPC account to be terminated. Upon termination, the IPC will forfeit the existing IPC organisation, which will usually roll up to the next qualified IPC. The IPC will also forfeit all titles and privileges related to the cancelled IPC account, with the exception of product line certifications. Morinda reserves the right to refuse any release at its discretion for any business or economic reason.

The *Upline Release Form* requires the witnessed signatures of the eight upline IPCs by placement sponsor link, the five generations of upline IPCs by personal sponsor link, as well as that of the IPC who wishes to be released (duplication of signatures may be required). This procedure assures that all who would be affected by the release are in agreement. All *Upline Release Forms* must be completed and received by Morinda by the 15th of the month in order for the release to be processed for that month's commissions. If a signature or required witness information is missing at the deadline, the corrected form may be reviewed for change the following month. IPC signatures and authorisations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorisation is first submitted to Morinda Compliance, whichever date is earlier.

3.2.9. Owners of IPC Accounts Marrying

If two IPCs marry or become de facto or common-law spouses, the two IPCs may maintain their separate IPC organisations under the IPC accounts each owned prior to the marriage. If one of the IPC accounts is terminated, sold, assigned, or transferred to another person or entity after the marriage, the selling owner of the IPC account need not wait six months to become a co-applicant on his or her spouse's IPC account, provided the necessary documentation is provided to and processed by Morinda.

3.2.10. Attachment Due to Court Action

An IPC account is an asset and as such may be subject to seizure by a judgment creditor, bankruptcy trustee, or other third-party. If Morinda

receives notice of a third-party claim to an interest in an IPC account, Morinda will notify the IPC at the address on file with Morinda.

If any judgment creditor, bankruptcy trustee, or other third party claims an interest in an IPC account, Morinda will obtain legal advice regarding its responsibility to honour the claim. If, in good faith, Morinda relies on such legal advice, Morinda cannot be held liable by an IPC account or its owner for honouring the claim.

3.2.11. Annulment or Divorce

IPCs may become subject to a division of property that accompanies a divorce or annulment. Morinda will continue to treat the IPC account according to the IPC Agreement until Morinda receives a court order or decree directing otherwise. Morinda will not be liable to anyone for relying in good faith on a court order, decree, or judgment relating to the rights in an IPC account in a divorce or annulment setting.

The former IPC who lost the interest in the IPC account due to divorce or annulment is subject to the Six Month Waiting Period Policy. IPCs may not use divorce in an effort to circumvent Morinda's policy on simultaneous interests.

3.2.12. Death

When an IPC dies, evidence of the death of the individual must be submitted to Morinda within 90 days of the date of the death for a cancellation or transfer of the IPC account. A copy of a death certificate will serve as sufficient evidence of the death. If Morinda does not receive notification of an intent to have the IPC account pass to the heirs of the decedent within 90 days of the decedent's death, the IPC account may be terminated. In such case, the IPC organisation will roll up to the next applicable upline personal and placement sponsors.

When an IPC dies, rights and title to that IPC account will pass to the decedent's heir under the law of the jurisdiction in which the decedent resided. Morinda will comply with any court order or other legal document directing the disposition of the IPC account. If the decedent's heir(s) is(are) already an IPC, he or she may inherit the IPC account and may operate both separate IPC organisations. The heir(s) must submit a completed IPC Agreement to Morinda Compliance along with the will, court order or other legal document directing the disposition of the IPC account.

3.2.13. Sale or Transfer of an IPC account

Morinda reserves the right, in its sole discretion, to approve or disapprove any proposed sale, assignment, or transfer of an IPC account. The basis for any disapproval will be provided in writing. Any sale, assignment, or transfer of any IPC account or controlling entity thereof is subject to the following conditions:

a. Morinda possesses the right of first refusal with respect to any sale, assignment, or transfer of any IPC account. At Morinda's request, an IPC wishing to sell his or her IPC account must provide Morinda with the option to purchase the IPC account on the same terms and conditions as any outstanding or intended offer. If Morinda plans to accept the offer, Morinda will notify the IPC within 10 days of the receipt of the offer.

b. An IPC account may not be sold, transferred or modified in any way if any of the following conditions apply: temporary account, hold on the account, suspended account, account has been sent notice of intent to terminate, terminated account, or account under investigation by Morinda's Compliance or Legal Departments.

c. The selling or transferring IPC must provide Morinda with a completed Sale of IPC Account Form, including the documents listed on the Sale of IPC Account Form. A completed Sale of IPC Account Form must also be provided to transfer ownership of an IPC account from an individual to any entity, or to transfer ownership from any entity to an individual, even if the individual also owns the entity. This Sale of IPC Account Form may be found in this manual and on www.NoniOffice.com. IPC signatures and authorisations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorisation is first submitted to Morinda, whichever date is earlier. In its sole discretion, Morinda may require the seller and purchaser to sign a supplemental Sale of IPC Account Form, which will be provided by Morinda.

d. A new, signed IPC Agreement must be submitted from the purchaser, as well as any other documents necessary for enrollment. Upon a sale, transfer, or assignment being approved and processed by Morinda, the buying IPC must assume the position and obligations of the selling IPC and will be entitled to the same rights, titles, and privileges afforded to the former owner, with the exception of product line certifications.

The selling IPC will be subject to the Six Month Waiting Period policy if he or she wishes to re-enroll or purchase another IPC account.

If all documents are completed correctly, the sale or transfer will be processed within 30 days of receipt of the complete paperwork.

If, after approving a sale or transfer of an IPC account, Morinda later determines, in its discretion, that the sale or transfer was done in order to evade Morinda's policies, Morinda will have the right to reverse the sale or transfer or terminate the account in question.

3.3. BUILDING AN IPC ACCOUNT ORGANISATION

3.3.1. Placement of a New IPC

It is highly recommended that all new IPCs be placed on the first level of their personal sponsor upon enrollment, meaning that the personal sponsor and placement sponsor are the same IPC account. Any placement of a new IPC other than on the first level will be considered the personal sponsor's one placement for that IPC. Upon enrollment, a personal sponsor should explain to the IPC that the personal sponsor may change the IPC's placement sponsor following the policies below.

3.3.2. Requirements for All Placement Changes

The following requirements apply to all placement changes:

- IPC being moved is on the first level of the personal sponsor.
- Personal sponsor of moving IPC must be on AutoShip.
- New Placement sponsor must be on AutoShip.
- IPC being moved has not achieved the title of Pearl (personal paid-as or placement paid-as title), or has not been paid as a Pearl (personal paid-as or placement paid-as title) in the last six consecutive months.
- New Placement sponsor must be in the organisation of the Personal sponsor.
- New Placement sponsor cannot be in the organisation of the moving IPC.
- Request must be submitted on an official Placement Sponsor Change Form.
- IPC signatures and authorisations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorisation is first submitted to Morinda Compliance, whichever date is earlier.

The following additional conditions apply to the types of placement changes listed below:

3.3.3. Placement before 120 Days

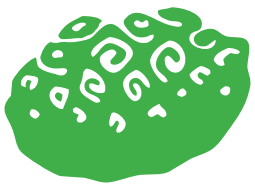
- The IPC being moved must have enrolled in the within 120 days prior to the change being submitted to Morinda.
- The only signature required is the signature of the personal sponsor.
- There are no volume requirements for a 120 Day Placement Change.

3.3.4. Placement of an Unassisted Organisation

- The IPC being moved has been enrolled for more than 120 days.
- The IPC being moved has no organisation, or if the IPC has an organisation, the organisation was built without any IPCs placed by the upline of the personal sponsor of the IPC to be moved (if the IPC placed in the organisation by the upline of the personal sponsor is an inactive IPC, then the organisation is still considered to be unassisted).
- The QV8 volume for the previous month of the moving IPC is less than or equal to the QV8 volume for the previous month of the new placement sponsor. The volume from Customers will be included when evaluating the QV8 volume.
- The QV8 volume for the previous month of the moving IPC is less than 10,000 QV8. The volume from Customers will be included when evaluating the QV8 volume.
- The only signature required is the signature of the personal sponsor.

3.3.5. Witnessed Placement Change

- The IPC being moved has been enrolled for more than 120 days.
- The signatures required are the witnessed signatures of the moving IPC and of the eight enrolled IPCs by placement link, beginning with the personal sponsor.
- There are no volume requirements for a Witnessed Placement Change.



3.3.6. Placement of Roll up IPCs

- The IPC being moved rolled up to their current personal sponsor within 120 days prior to the change being submitted to Morinda.
- The only signature required is the signature of the personal sponsor.
- There are no volume requirements for a roll up IPC placement change.

3.3.7. Changing the Personal Sponsor of an IPC

To change personal sponsor of an IPC account, the personal sponsor must make sure that the IPC account is already placed into the organisation under the new personal sponsor. At times, a placement

change may need to be done at the same time as the personal sponsor change to ensure that the personal sponsor is always in the direct upline of the IPC. The following requirements apply to personal sponsor changes:

- The personal sponsor of moving IPC must be on AutoShip.
- The new Personal sponsor must be on AutoShip.
- The IPC being moved has not achieved Pearl or has not been paid-as Pearl for the last six consecutive months (personal paid-as or placement paid-as).
- The new Personal sponsor must be in the organisation of the current Personal sponsor.
- The new Personal sponsor must be in the upline of the moving IPC.
- The signatures required are the witnessed signatures of the moving IPC and of the five upline personal sponsors.
- There are no volume requirements for a personal sponsor change.
- Request must be submitted on an official Personal Sponsor Change Form.
- IPC signatures and authorisations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorisation is first submitted to Morinda Compliance, whichever date is earlier.

3.3.8. Witness Policy

If a witness has any connection or interest in a change being processed that requires witnessed signatures, he or she may not be the witness used for the signatures. The witness must be over 18 years of age and have known the signatory for at least 2 years, adding his or her full name and address. Finally, each witnessed signature must be dated the day it is witnessed.

3.3.9. Sponsor Change Deadline

All *Placement/Personal Sponsor Change* Forms need to be completed and received by Morinda by the 15th of the month in order to be processed for that month's commissions. If a signature or required witness information is missing when the deadline arrives, the deadline will not be extended. The corrected form will be reviewed for the following month.

3.3.10. Sponsor Change Cancellation Deadline

If the personal sponsor requesting a placement or personal sponsor change wishes to cancel that change, a signed cancellation request must be submitted in writing and must be received by Morinda by the 28th of the month for which that change was submitted. Sponsor change cancellation requests submitted after this date will be rejected.

3.3.11. IPC Authorisation of Sponsor Changes

IPCs who are contacted by other IPCs regarding authorisation for personal and placement sponsor changes, upline releases or error corrections should respond to that contact. If the IPC's repeated documented attempts to make contact with another IPC are unsuccessful, Morinda will send a certified letter to the non-responding IPC at the address on file. If the letter is returned or not replied to prior to the deadline stated in the letter, the IPC will be deemed to have waived the right to object to the proposed change.

IPCs who are on inactive IPC status will not be authorised to sign Placement Sponsor Change Forms or Personal Sponsor Change Forms, Upline Release Forms or Error Correction Form. The signatures of the next level active uplines will be required until the required number of signatures has been obtained.
If an IPC desires to have another individual conduct business with Morinda on the IPC's behalf, beyond ordering products, a Power of Attorney for this individual that includes the IPC's notarized signature will be required to be on file with Morinda. All such instances are subject to Morinda's "Simultaneous Interests" policy.

For good cause shown, Morinda will have the discretion to modify the signature requirement for personal or placement sponsor changes as necessary.

3.4. ORDERING AND PURCHASING MORINDA PRODUCTS

3.4.1 AutoShip Programme (AS)

For the convenience of IPCs, Morinda offers the AutoShip programme, which guarantees the timely delivery of products on a monthly basis at the best price for all products.

All IPCs on AutoShip Programme must sell through their account a monthly volume equal or higher to the chosen amount of QV. Selling through the IPC account includes purchases the IPC makes for personal use.

The AutoShip 120QV programme is specifically designed to meet the needs of IPCs with growing organisations. Morinda also offers AutoShip programmes other than the AutoShip 120QV programme. To learn more about these programmes and the benefits of the AutoShip 120QV programme, look at Morinda Compensation Plan included in this Policy Manual or go to www.Morinda.eu.com or www.NoniOffice.com.

3.4.2. Conditional and Unconditional AutoShip Programmes

Conditional Programme. An order that is at least equal to the chosen amount of QV must be placed by the 10th of each month, and this order would count as the IPC's AutoShip purchase for the month. If no order is placed, or if the orders placed by the 10th are not equal to the chosen amount of QV, the IPC will automatically be sent his or her selected AutoShip products and funds will be charged to the authorised form of payment. Unless otherwise requested, the order will be sent to the shipping address on file.

Unconditional Programme. The IPC selected Autoship products (from 30 QV) will be sent out automatically on the 1st of each month regardless of any other orders purchased during that month. The payment will be charged to the authorised form of payment and the order will be sent to the shipping address on file.

3.4.3. AutoShip Enrollment and Cancellation Procedures

To enroll in the AutoShip Programme, IPCs may complete the AutoShip section on the IPC Agreement or complete a *AutoShip Change and Enrollment Form*. New IPCs may enroll in AutoShip by telephone when opening their IPC account, but to maintain AutoShip status, a signed IPC Agreement with the AutoShip section completed and signed or a signed AutoShip Change and Enrollment Form should be sent to Morinda.

AutoShip enrollment and reinstatement requests should be received in writing by the last business day of the month to guarantee that the enrollment or reinstatement will be processed for the following month. If AutoShip orders are refused or returned without reason, the IPC may be removed from the AutoShip Programme.

AutoShip cancellation requests must be submitted in writing; such request may be submitted via email. IPCs may use the AutoShip Change and Enrollment Form to cancel their AutoShip. All AutoShip cancellation requests must be received in writing by the last business day of the month to guarantee that the cancellation will be processed for the following month.

3.4.4. AutoShip Payment Problems

If the authorised form of payment provided for AutoShip results in either a decline or an insufficient funds transaction, that AutoShip order will not be placed. Morinda reserves the right to continue to attempt to charge the authorised form of payment to place the AutoShip order for the IPC. If the authorised form of payment provided for AutoShip results in either a decline or an insufficient funds transaction for two consecutive months,

Morinda reserves the right, at its discretion, to remove the IPC from the AutoShip Programme. Removal from the programme will disqualify the IPC from certain bonuses, commissions, and promotions that AutoShip-active IPCs receive. For IPCs removed from the AutoShip programme, reinstatement will require a written request accompanied by a qualifying order and a valid form of payment on file for future AutoShip payment.

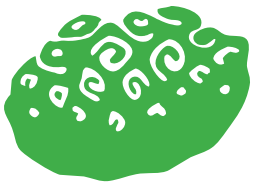
3.4.5. Customer Purchasing

A person or entity that is not an IPC is a Customer. An IPC has no exclusive right to any Customer, whether for sales purposes or future sponsoring of the Customer as an IPC. Customer loyalty is based solely on Customer choice.

3.4.6. Regular and AutoShip Price Orders

IPCs may order products at Regular and AutoShip pricing from Morinda by telephone, by fax, on the internet, or in person at a Morinda office or Office or Will Call Center. An IPC should contact Morinda immediately if he or she does not receive the order.

In its discretion, Morinda reserves the right to limit the amount of product that any one IPC may purchase.



3.4.7. Will Call Center Product Pick-Up

IPCs who place orders to be picked up at any will call center are required to collect these orders within one month of the purchase date. Orders that have not been picked up within the allotted time period will be shipped to the address of the purchasing Customer or IPC at his or her expense, charged to any valid form of payment on file for the IPC.

3.4.8. International Orders

IPCs should order products in the country in which the IPC is registered. An IPC traveling to another country may order and pick up products at the local office of that country provided the IPC is present in the country. Any international order must comply with all other relevant policies and procedures.

3.4.9. 70% Rule

IPCs must certify on each product order form or when placing an order that they have sold, consumed, or used at least 70% of all products from the last order. No IPC may order products without complying with the 70% rule. Morinda does not require or encourage an IPC to purchase inventory in an amount which unreasonably exceeds that which can be expected to be resold or consumed within a reasonable period of time.

IPC certifications of compliance with the 70% Rule are subject to random or selective audits by Morinda. While some products may be reasonably reported to be for personal use, the uses of the remaining products must be validated with proper documentation, the approval of which is at Morinda's discretion.

3.4.10. Value Added Tax

Morinda will charge VAT on the price of the products ordered and the shipping costs at the rate applicable in the country of sale. Should VAT registered IPCs wish to reclaim this amount, they should consult the relevant tax authorities and follow the prescribed procedures. VAT on commission payments will only be made to the IPC if required by the law of the state of domicile. The IPC must be VAT registered and provide a valid official certificate to Morinda as proof of such registration.

3.4.11. Shipping and Handling Charges

For all orders of Morinda products, a shipping charge is added. This charge covers the cost of shipping to the relevant country. Will call or pickup orders may carry a handling fee of 5% of the order value.

3.4.12. Payment

No IPC is to accept payment for products from a customer except at the time the products are delivered to the customer by the IPC. All orders made to Morinda must be accompanied by proper payment including all applicable shipping and handling fees and sales taxes. It is the responsibility of IPCs to ensure that proper payment is received by Morinda. An IPC may use a credit card owned by another person only if the owner of the credit card has authorised such use.

3.4.13. Monthly Cutoff Date for Orders

All orders must be received by the end of the last business day the month in order to be counted in that month's volume, unless otherwise stated.

3.4.14. Credit Card Charge Backs or Insufficient Funds Payments

If a payment for a sales order results in either a credit card charge back or an insufficient funds transaction and the products have already been released to the IPC, Morinda may reverse commissions paid for up to 53% of the commissionable value of the order at the time of the unpaid balance. In its sole discretion, Morinda may seek to recover the funds that are not paid. If any funds are recovered, administrative costs of Morinda and any legal or collection costs will be deducted from the total recovery before apportioning out any refund payable to those IPCs whose commissions or bonuses had been reversed.

3.4.15. Volume Transfer

Morinda does not allow IPCs to transfer volume from one IPC account to another.

3.5. RETURNING MORINDA PRODUCTS

Please refer to our refund policy on the Morinda UK & NoniOffice websites for occasional updates.

All products (including training and promotional materials, policy manuals and starter kits) returned must be in a saleable condition, and in case of consumable products, unopened and not beyond reasonable shelf life.

Products are considered to be 'beyond reasonable shelf life' and not in a saleable condition, if:
1) if the expiration date printed on the product package has passed or;
2) the package has been opened or
3) the IPC was informed prior to the purchase that the products were seasonal, discontinued or special promotion products which are not subject to the Products Returns Policy.

IPCs are responsible for the cost incurred in shipping the products back to Morinda, except in certain specific circumstances as specified below. Personal rebate that was paid with regard to returned products will be deducted from the amount refundable to IPC.

Handling fee which is considered to be 10% of a total purchase price is non-refundable unless the return is because Morinda made a 'delivery error' originally. For the avoidance of doubt a 'delivery error' includes late delivery, the delivery of the wrong product and the delivery of the wrong quantity of the product. If an order without 'delivery error' is refused, the return shipping costs will be deducted from the refund amount. Questions regarding whether a purchase qualifies to be returned under these policies should be directed to Morinda's Customer Service Centre.

Only the IPC who placed the order originally can return those products. Returns should be accompanied by a return authorisation number (a 'RA number') obtained from the Morinda's Customer Service Centre.

3.5.1. Incomplete Orders and Damaged Goods

In the event that an IPC received an incomplete order, it is the responsibility of the IPC to review the order and report the discrepancy

within 10 days of receipt of the order. Morinda endeavors to ship products in quality resaleable condition. Some products may become damaged in the shipping process. Damaged orders should be refused upon delivery to avoid incurring extra shipping costs. If it is not possible to refuse delivery, the IPC should immediately notify Morinda for instructions on the damaged order being returned at no extra cost.

3.5.2. IPC Product Returns Policy:

(i) IPC cancels his IPC Agreement within 14 days from the date of enrollment:

The IPC may cancel his IPC Agreement with Morinda UK within 14 days of the enrollment date, being the date the IPC is granted his Morinda registration number. Morinda must receive confirmation of the cancellation of the Agreement in writing by fax, e-mail or post. Upon notification of the cancellation, Morinda will refund all sums paid by the IPC (including the enrollment fee and shipping costs) and will reimburse the IPC for any products or sales aids ordered before the Agreement was cancelled. Unsold products and sales aids must be returned to Morinda within 21 days of the date of cancellation and a refund to the IPC will be made upon terms which are no less favourable than the statutory rights.

(ii) IPC cancels his IPC Agreement 14 or more days from the date of enrollment:

Morinda's product buy-back policy is to assist IPCs who are terminating their IPC Agreement with Morinda by alleviating the financial burden of unused products, regardless of when cancellation occurs. Morinda must receive confirmation of the cancellation of the Agreement in writing by fax, e-mail or post.

All products must be in a saleable condition and unopened and must be returned to Morinda within 21 days after the date of cancellation. All repurchases are subject to a deduction based on the amount of personal rebate that was paid to the IPC in relation to those specific products. In addition to that Morinda deducts handling fee which is considered to be 10% of a total purchase price.

Where products were purchased by the IPC within:

a) 90 days before the date of cancellation: 100% of the purchase price (including VAT and shipping fee) for the products less handling fee will be refunded.

b) 91-365 days before the date of cancellation: 90% of the purchase price (including VAT and shipping fee) less handling fee will be refunded.

(iii) Without cancellation of the IPC Agreement
At any time during the subsistence of the IPC Agreement, if requested by IPC, Morinda will buy back any product returned by the IPC which the IPC purchased at any time during one year of the date of such request upon the terms set out in point 3.5.2. (IPC Product Returns Policy - On Cancellation of the IPC Agreement) (ii) b above.

(iv) 90 day satisfaction guarantee
If an IPC is not completely satisfied with product purchase, he can send back the item or the unused portion of the order within 90 days* of the original purchase date and will be refunded 100% of the purchase price (excluding shipping and handling fees). Morinda reserves the right to refuse refunds for quantities that cannot reasonably be consumed within 90 days. A reasonable quantity is typically considered 140QV of product per month.

Returns should be accompanied by a return authorisation number (a 'RA number') obtained from Morinda's Customer Service Centre.

**90 days satisfaction guarantee does not apply for Age Defy devices. We are happy to provide 30 days satisfaction guarantee for Age Defy devices.*

3.5.3. Customer Product Returns Policy

All IPCs agree to comply with the Customer Product Returns Policy as set out below.

According to the Consumer Rights Directive adopted by the European Parliament on June 23, 2011 the consumer shall have a period of 14 days to withdraw from a distance or off-premises contract, without giving any reason.

In addition to that IPC agrees to provide the following return options:

(i) 90-day returns in original condition
If for any reason a customer is unhappy with a purchase, he can return the item in its original condition within 90 days of the date he received it, unopened (with any seals and shrink-wrap intact) and IPC will issue a full refund for the price paid for the item (excluding shipping and handling fees).

If IPC is not supplying the refund, Morinda reserves the right to offset such refund costs against the IPC.

If IPC wants to return such product to Morinda and get a refund, they must fill out Retail Exchange form and obtain RA number from Morinda Customer Service Center. Morinda must receive the completed Retail Exchange form, unopened product and the RA number within 120 days from the original purchase date. Morinda will issue a refund price according to IPC product returns policy as described above. Morinda has the right to refuse to provide a refund if there is reasonable doubt that the products were actually purchased by a customer.

(ii) 90-day Satisfaction Guarantee
If a customer is not completely satisfied with product purchase, they can send back the item or the unused portion of the order within 90 days* of the original purchase date and IPC will refund 100% of the purchase price (excluding shipping and handling fees). Morinda reserves the right to refuse refunds for quantities that cannot reasonably be consumed within 90 days. A reasonable quantity is typically considered 140QV of product per month.

**90 days customer satisfaction guarantee does not apply for Age Defy devices. We are happy to provide 30 days customer satisfaction guarantee for Age Defy devices.*

The IPC will supply Customer with a refund directly, the IPC then is requested to fill out a Retail Exchange Form and obtain an RA number from the Morinda Customer Service Center. Morinda must receive the completed Retail Exchange Form, the used container, and the RA number within 120 days from the original retail purchase date to provide the IPC with a replacement order of the products or a refund. Morinda has the right to refuse to replace the products or provide a refund if there is reasonable doubt that the products were actually purchased by a customer. Morinda reserves the right to offset such refund costs against the IPC.

3.5.4. Commission adjustments to upline

Morinda pays out to its IPCs a maximum of 53% of the commissionable value of the products purchased. All refunds Morinda pays for products that have been returned may affect commissions already paid out or still to be paid out to the upline in the future. In the case of commissions that have already been paid, Morinda will deduct the amount paid to the upline IPC for returned purchases from the upline's next commission payments. In the case of commissions that have not yet been paid out to the upline, Morinda will consider the underlying purchase as non-existing. Consequently, no commissions will be paid for that purchase.

3.5.5. Returns for Residents of Certain Countries

Some countries may require, by law, different return policies than those set forth in this manual. Morinda will abide by those laws. This returns policy and other rights of IPCs and customers granted hereby are without prejudice and are in addition to all other statutory rights and remedies. For more information, go to www.NoniOffice.com.

3.5.6. Product Liability Insurance

Morinda Holdings, Inc. and its subsidiaries maintain a global product liability insurance policy in an appropriate amount covering claims that Morinda products are defective. Please note, however, that the insurance coverage and Morinda's commitment apply only to product liability claims. They do not apply to situations, for example, where an IPC has made an unauthorised health claim or where an accident or other incident has occurred on IPC or third party premises.

Accordingly, if any product liability issues arise, Morinda UK Ltd should be immediately notified which will forward on your behalf notification to Morinda Holdings, Inc. to fully investigate such claim(s) and, in coordination with its insurance carriers, appropriately address and deal with each situation.

SECTION 4 – REGULATIONS FOR ENFORCEMENT

4.1. IPC DISCIPLINE FOR VIOLATION OF POLICIES

4.1.1. Investigation of Policy Violations

The goal of Morinda Compliance is to handle all compliance issues fairly and efficiently. This procedure helps ensure that all IPCs will be treated with equal fairness. Any complaint submitted to Morinda Compliance must be in writing, with written evidence of the policy violation linked to the IPC account in question. Upon receipt of such a claim against an IPC, Morinda Compliance will contact that IPC and other relevant persons to obtain all facts and assertions relating to the conduct in question.

Because of Morinda's privacy procedures, Morinda may or may not notify the submitting IPC of any investigation done or disciplinary action taken as a result of the claim submitted by the IPC.

Written notification of any claim must be received by Morinda within one year of the date that the IPC knew, or should have known, about the claim.

4.1.2. Fines For Policy Violations

If an IPC violates a Morinda policy, Morinda may fine the IPC at Morinda's reasonable discretion as compensation for costs incurred.

4.1.3. Receipt of Commissions and Bonuses

One of the benefits of being an active IPC is qualification to receive commissions and bonuses. An IPC account must be active and in good standing at the end of a calendar month to be qualified to receive commissions and bonuses attributable to that month. If an IPC account is terminated, suspended, or under formal investigation during a particular calendar month, the IPC is not eligible to receive commissions or bonuses for that month or any future month until such time as the account is restored to good standing.

4.1.4. Suspension

An IPC may be suspended for violating the terms of the IPC Agreement or the policies and procedures outlined in this Policy Manual, including any published amendments to the manual. Morinda will inform the IPC in writing that the suspension has occurred or will occur effective the date cited on the written notification. Morinda will cite the reason for the suspension and the steps necessary (if any) to remove the suspension. The suspension notice will be sent to the IPC's address on file with Morinda. Suspension may or may not lead to termination of the IPC account, as determined by Morinda in its reasonable discretion based on the facts available to Morinda.

Morinda may take certain action during the suspension period, including but not limited to the following:

- Holding commissions and/or bonuses.
- Prohibiting the IPC from presenting himself or herself as an IPC of Morinda or using any of Morinda's proprietary marks and/or materials.
- Prohibiting the IPC from purchasing products and services from Morinda.
- Prohibiting the IPC from sponsoring new IPCs, contacting current IPCs, or attending meetings of IPCs.

If Morinda, in its reasonable discretion, determines that the violation which caused the suspension is continuing or has not satisfactorily been resolved, or if a new violation involving the suspended IPC has occurred, the suspended IPC may be terminated.

4.1.5. Termination For Convenience and Termination For Cause

Pursuant to section 3.2.3., any IPC may terminate the IPC Agreement at any time for any or no reason. Similarly, Morinda may terminate the IPC Agreement for convenience at any time upon 30 days prior written notice.

Morinda may terminate an IPC account for cause if the IPC violates the terms of the IPC Agreement or the policies and procedures outlined in this Policy Manual, including any published amendments to the manual. Morinda will inform the IPC in writing that the termination has occurred or will occur effective the date cited on the written notification. The written notification will cite the reason for the termination. The termination notice will be sent to the IPC's address on file with Morinda.

4.1.6. Effects of Termination

Immediately upon termination, the terminated IPC:

- must remove and permanently discontinue use of trademarks, service marks, trade names and any signs, labels, stationery, or advertising referring to or relating to any Morinda products, plan, or programme;
- must cease representing himself or herself as an IPC of Morinda;
- loses all rights to his or her IPC account, including but not limited to titles, organisation;
- ceases to accrue commissions and earnings; and
- must take all action reasonably required by Morinda relating to protection of its confidential information.

Morinda reserves the right to offset any amounts owed by an IPC to Morinda from any commissions or other compensation due to the IPC. Upon termination of an IPC account, the IPCs who were personally sponsored by the terminating IPC roll up to the next personal sponsor, and the IPCs placed under the terminating IPC roll up to the next placement sponsor, unless otherwise determined by Morinda at Morinda's sole discretion.

4.1.7. Termination Effects on Qualification

If a terminated IPC was used to qualify the personal sponsor to a particular level, the personal sponsor must work with the terminated IPC's existing organisation to requalify. The IPC may organise the terminated IPC's organisation in order to qualify one of the IPCs on the first level, provided that the IPC complies with the policies and procedures governing personal and placement sponsor changes.

4.1.8. Appeal

If an IPC wishes to appeal termination by Morinda, an appeal in writing must be received within 30 days of the effective date on the termination notice. If no appeal is received within the 30-day period, the termination will be deemed final. If an IPC files a timely notice of appeal, Morinda will review the appeal and notify the IPC of its decision. The decision of Morinda will be final and subject to no further review. In the event the action is not rescinded, the discipline will remain effective as of the date stated in

the original notice. The effects of termination stated above will continue to apply to the IPC during the appeal process, regardless of the outcome.

4.2. INCENTIVE REWARD REDEMPTION

The Morinda Shine Recognition Programme offers several trips and training events that include travel or accommodations provided by Morinda. The following guidelines apply to Morinda Shine Recognition trips and training events:

- They must be taken by IPCs as described by Morinda.
- They are non-transferable. They may only be taken by the IPC(s) who qualified for the trip or training.
- They may be postponed only once by the IPC who qualified for the trip or training.

SECTION 5 – RIGHTS OF MORINDA

5.1. Amending Morinda Policies

Morinda reserves the right at any time to amend the IPC Agreement, this Policy Manual, product prices, Company literature, and the compensation plan without prior notice. Any such changes will be communicated to IPCs by posting them on www.NoniOffice.com and by sending written communication via email. It is incumbent on all IPCs to maintain a valid email address on file with Morinda. If the email address on file is outdated or if the IPC has not provided an email address, then the posting on www.NoniOffice.com will be sufficient notice to those IPCs. Amendments are binding on all IPCs at the time of their publication by Morinda on the Company website or otherwise communicated to active IPC accounts, whichever is earlier. In the event of any conflict between the amendment and the terms of the IPC Agreement, the Policy Manual, or any other document, the amendment will control.

5.2. Amending Prices of Product and Financial Obligations

The current prices of the Products can be obtained from the website at www.Morinda.eu.com or on www.NoniOffice.com by clicking on the country where the IPC is located when making the purchase or by telephoning the order line for the local sales affiliate where the IPC is located when making the purchase. The price list will contain the current prices and the date that the current prices will be subject to review. After review, the new prices will be posted on the same website. If Morinda UK Ltd or, outside the UK and Ireland, the local sales affiliate changes any prices before the review date, it will give the IPC at least sixty (60) days advance written notice of the changes. Morinda UK Ltd will also give the IPC at least sixty (60) days advance written notice of change in any other financial obligation of the IPC.

5.3. Lead Share/Distribution of IPC Referrals

To qualify for Lead Share, IPCs must be 120 AutoShip qualified, have attended Pearl Camp, have 100,000 ASQV4 cumulative during the previous twelve months, and be a Noni Office Professional subscriber.

When a non-referred consumer contacts Morinda directly, Morinda will determine, at its sole discretion, whether the consumer was first contacted by an IPC. If Morinda determines that the non-referred consumer was not first contacted by an IPC, Morinda will assign the lead to a Lead Share-qualified IPC. Commissions from the first purchase by a non-referred consumer will be credited to Morinda. This applies to the consumer's first purchase only.

IPCs participating in the Lead Share programme may be assessed a £1.00 / €1.50 lead fee* for each non-referred consumer referred to them. Non-referred consumers will be distributed on a rotating basis according to geographical location. This policy does not apply to any special lead or referral promotions, which may include IPCs who do not meet the qualifications listed above.

*Lead fees will be deducted from commissions. The £1.00 / €1.50 lead fee is nonrefundable. Morinda cannot guarantee the quality of leads. Participation in the Lead Share program is at Morinda's discretion.

5.4. Use of IPC Images

By attending a Morinda event, training, or trip, an IPC grants Morinda the right to use images of him or her taken at the event in any Company marketing materials and on the Company websites.

5.5. Publication of IPC Commissions and Bonus amounts

By receiving a commissions cheque or bonus cheque, an IPC grants Morinda the right to publish that cheque amount and the IPC's name in any Company marketing materials and on the Company websites.

5.6. Unsolicited Proposals

From time to time, Morinda , Morinda Holdings, Inc. or any of their subsidiaries receive ideas or suggestions for products, promotions or other proposals. It is the policy of Morinda , Morinda Holdings and their subsidiaries to decline consideration of any unsolicited ideas. Employees are instructed to stop reading any unsolicited email or correspondence as soon as it is apparent that it contains such proposed ideas, thereby avoiding any misunderstanding of intellectual property ownership rights. Such a policy applies to oral conversations as well. Please be aware that Morinda views

any ideas, proposals, concepts or models of any kind submitted to Morinda Holdings or its subsidiaries to be the property of Morinda or Morinda Holdings without any obligation to the submitting party, unless otherwise agreed to previously in writing.

MORINDA COMPENSATION PLAN

When we created Morinda beverages, we set out to do something good. Now we're known worldwide for our dedication to noni and noni-related products—noni is all we do.

More and more people every day are discovering the phenomenon of Morinda beverages. They're clamouring for this exclusive product because it's helping people worldwide live better lives—and that makes Morinda's business opportunity unbeatable.

Morinda Beverages changes lives, and Morinda's business opportunity fulfills dreams. Be a part of something good—let Morinda Beverages change your life. Share it, and you will reap the benefits of the most generous compensation plan available.

Morinda is pleased to offer you a compensation plan that is unrivaled in the industry. This plan is complete and rewards our IPCs each step along their way to developing their own prosperous businesses. Our plan will set the standard for the rest of the network marketing industry for years to come—no hype, no empty promises, and no impossible dreams.

Although the compensation plan is generous and simple to follow, all commissions, rewards, and income are conditioned on the IPC's good standing and compliance with Morinda's policies and procedures and the laws of the country where the IPC does business.

Morinda's compensation plan offers three classifications of income to meet the financial and personal goals for each IPC:

1. Immediate income
2. Growth income
3. Wealth-building income

Immediate Income

One reason for Morinda's rapid growth is that new IPCs are rewarded quickly with the Fast Start Bonus programme. Our compensation plan is designed to get income into the hands of new IPC quickly—and it works!

Growth Income

The Unilevel plan means you may earn commissions up to eight compressed levels. Morinda offers dynamic compression on all volume from infinity, and the maximum commissions are earned on all volume. There is no width restriction, and our placement feature allows IPCs to build synergistic units.

Wealth-Building Income

One secret to building wealth is to tap into a growth vehicle; a small percentage of a tremendous growth product can mean significant wealth building. By qualifying for one of Morinda's global bonus pools, you can earn a piece of the Company's commissionable sales. These wealth-building pools include the Infinity Bonus, and Black Pearl Shared Success Bonus.

Freedom of Placement

Morinda gives IPCs the ability to structure their organisation to create cooperative relationships. Here's how it works: as you sponsor new IPCs, you have the choice of leaving them on your first level or placing them anywhere in your organisation while retaining personal sponsorship.

Seamless, Borderless

Morinda's business system is seamless and borderless. That means as an IPC you have the ability to build your business anywhere in the world where Morinda is officially open—you can sponsor IPCs in other countries without restriction. You and your international organisation will be paid in your respective local currencies, but your qualifications will be seamless around the world. The result is a unified commissions system.*

*Because of extraordinary business, legal and regulatory conditions, Morinda's compensation plan for China is executed in a modified form.

10 KEY ASPECTS OF THE MORINDA COMPENSATION PLAN

The Morinda compensation plan features 10 key aspects. Each is designed to complement and work in conjunction with the others to help you build a strong, profitable Morinda business.

1. Retail Profits

Every IPC has the opportunity to earn retail profits simply by purchasing the products at the special IPC price and selling the products to friends and associates at the suggested retail price.

If you refer a retail customer to Morinda's offices for purchase of a commissionable product and that customer provides your IPC number, Morinda will forward the profit (normally the difference between retail price & IPC price) from this retail sale to you and give you qualifying personal volume (QPV) credit for the volume in this purchase.

Morinda strives to protect the integrity of the Morinda brand in local and national markets with the following requirements:

1. Resale of product in one country can come only from product designed for that country.
2. Large amounts of product must not be released to IPCs who cannot document compliance with Morinda and DSA policies on previous orders.

2. Unilevel Plan

Morinda's Unilevel plan is designed to provide rewards greater than the amounts an individual IPC could earn solely from retail profits. This plan increases commissions from level to level to allow you to receive an ever-increasing share of the commissionable value of your organisation. The structure is divided into the beginning, or entry-level, position (IPC) and the leadership positions. Each position carries with it various monthly qualifications and benefits as shown.

IPC

This entry-level position pays commissions on three levels. To qualify, you must sell through your IPC account* one bottle of 1L Original Beverage or the equivalent of 30 QPV.
Unilevel royalties: three levels

*Selling through your IPC account includes purchases you make for your personal use.

Coral Leadership Position

This is the first leadership position. To qualify, you must sell through your IPC account one case of 1L Original Beverage or the equivalent of 120 QPV.
Unilevel royalties: four levels

Jade Leadership Position

To qualify, you must sell through your IPC account one case of 1L Original Beverage or the equivalent of 120 QPV; have three personally sponsored, paid-as Corals in your organisation; and have a total of 4,800 QV through your six levels combined (QV6).
Unilevel royalties: six levels
Title maintenance: achieve 120 QPV and 4,800 QV6

Pearl Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have three personally sponsored, paid-as Jades in your organisation; and have a total of 24,000 QV6.
Unilevel royalties: seven levels + possible Black Pearl Bonus
Title maintenance: achieve 120 QPV and 24,000 QV6 or 120 QPV and 30,000 QV7

Diamond Pearl Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have three personally sponsored, paid-as Pearls in your organisation; and have a total of 24,000 QV6.
Unilevel royalties: eight levels + possible Black Pearl Bonus
Title maintenance: achieve 120 QPV and either three personally sponsored, paid-as Pearls and 24,000 QV6 or 42,000 QV8
Diamond Pearls may qualify for every service programme Morinda offers

Diamond Pearl Elite Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have three personally sponsored, paid-as Pearls in your organisation; and have a total of 72,000 QV8.
Unilevel royalties: eight levels + Infinity Bonus + possible Black Pearl Bonus
Title maintenance: same as qualification

Double Diamond Pearl Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have four personally sponsored, paid-as Pearls in your organisation; and have a total of 96,000 QV8.
Unilevel Royalties: eight levels + Infinity Bonus + possible Black Pearl Bonus
Title maintenance: same as qualification

Triple Diamond Pearl Leadership Position

To qualify, you must sell through your IPC account 120 QPV of product; have five personally sponsored, paid-as Pearls in your organisation; and have a total of 120,000 QV8.
Unilevel royalties: eight levels + Infinity Bonus + possible Black Pearl Bonus
Title maintenance: same as qualification

All minimum qualifications are monthly.

IPCs must meet minimum personally linked volume and ASQV4 requirements to be paid on placed volume.

Unilevel Payout with & without Personal Rebate

When personal rebate is paid on any commissionable volume (CV), it takes 20% of the 45% that Morinda pays out. This leaves 55.56% (25% ÷ 45%) of the original 45% to pay out through the normal eight levels. We calculate how to pay the rest of the Unilevel commissions by finding how much CV we have left to pay (25% ÷ 45%), then multiplying the personal rebate commissionable volume (PRCV) by the result (55.56%) to find the reduced PRCV.

Example
A two-case order may pay out as one case normal and one personal rebate.
In US$ (240 CV/QV total), this means that 120 will be the normal CV and 120 will be the PRCV. The reduced PRCV will be (120 x 55.56%) 66.67.

- 45% of normal CV 120 = $54

- Personal rebate: 20% of 120 = $24
- 45% of Reduced PRCV 66.67 = $30

= $54

We pay the same amount of commissions through the Unilevel personal rebate plan as we do through the normal Unilevel plan.

Dynamic Compression

Paid-As Title	Placement Level	Compressed Level	% Earned	
Diamond Pearl	12	R8	8%	
Pearl	11	----	----	Pearl only qualifies through 7 levels
Pearl	10	R7	7%	
Jade	9	R6	7%	
Inactive	8	----	----	Dist with no QPV receives no UNLV
Jade	7	R5	6%	
Coral	6	----	----	Coral only qualifies through 4 levels
Diamond Pearl	5	R4	6%	
Preferred Customer	4	----	----	IPC receives no commissions
Coral	3	R3	5%	
IPC	2	R2	5%	
IPC	1	R1	1%	
Purchasing IPC			45%	

Note: Inactive IPCs receive no paid-as titles and therefore receive no Unilevel royalties or any bonuses.

3. Dynamic Compression

How compensation plans are paid is as important as how much is paid. Another Company's payment plan can look very generous but actually pay far less to distributors overall when commissions are paid out. For example, when a distributor is no longer qualified to receive commissions from his or her organisation, some plans allow for the Company to receive the benefit of that distributor's commission. The practice of giving this commission to the Company is called breakage.

Unlike many other multi-level companies, there is no breakage in Morinda's compensation plan. Morinda's dynamic compression feature continues searching the levels of the upline until all volume for Fast Start Bonuses or Unilevel royalties is assigned and paid to qualified upline IPCs. The compensation plan searches the upline to distribute 45% payout commissions among qualified IPCs—11% is paid to three levels of IPCs, and 34% is paid to qualified upline IPCs. Many plans offer 11% payout to IPCs with a 34% breakage to the Company.

Title Qualification — **Minimum Initial Qualification Requirements**

Paid-As Title	QPV	AND	Group QV	AND	Personally Sponsored		World Wide Bonus Eligibility
IPC	30 QPV		N/A		N/A	3	N/A
Coral	120 QPV		N/A		N/A	4	N/A
Jade	120 QPV		4,800 QV6		3 pd-as Corals	6	
Pearl	120 QPV		24,000 QV6		3 pd-as Jades	7	Possible BPB
Diamond Pearl	120 QPV		24,000 QV6		3 pd-as Pearls	8	Possible BPB
Diamond Pearl Elite	120 QPV		72,000 QV8		3 pd-as Pearls	8	IB; Possible BPB
Double Diamond Pearl	120 QPV		96,000 QV8		4 pd-as Pearls	8	IB; Possible BPB
Triple Diamond Pearl	120 QPV		120,000 QV8		5 pd-as Pearls	8	IB; Possible BPB

Number of Compressed Levels Paid

4. Qualifying Compression

Qualifying compression has been a standard feature of the Morinda compensation plan from the beginning, and there is no separate qualification for this feature. IPCs on inactive status will cause qualifying compression before title qualification; however, IPCs without QPV will not cause qualifying compression. This compression effect cannot be known with certainty until the final commission calculation is completed.

Qualifying compression makes it easier to achieve the volume necessary for qualification. It will never take volume away from you, but it is difficult to track during the month when you have a large organisation. This puts responsibility on you to make sure you have achieved the proper qualifying amount without counting on compression to make up the shortfalls. By the time the effects of compression are known, the month is closed and the calculation is completed. No adjustments will be made.

Qualifying Compression

Placement Tree	QPV	Without*	With**
You	120		
IPC #1	120		
IPC #2	120		
IPC #3	0		
IPC #4	120		
IPC #5	0		
IPC #6	30 and IPC		
IPC #7	120		

* Without Qualifying Compression, your QV6 is 510.

** With Qualifying Compression, PFC does not count as a level so distributor #7's QPV rolls up to make your QV6 equal to 630.

5. Case AutoShip Programme

For the convenience of IPCs, Morinda offers the Case AutoShip (CAS) programme, which guarantees the timely delivery of products on a monthly basis.

Participation in the Case AutoShip programme simply means you commit to sell through your IPC account the equivalent of 120 QPV per month. (Please see your Case AutoShip Enrollment Form for details.)

IPCs who participate in the Case AutoShip programme will receive these exciting benefits:

- Earn quick income with the Fast Start Bonus programme
- Opportunity to receive additional commissions and bonuses within the compensation plan
- Receive qualifying volume for Unilevel Commissions, title advancement and bonuses
- Be eligible for Morinda's worldwide bonuses
- Receive 20% personal rebate on any personal rebate commissionable volume
- Case AutoShip member pricing on Morinda products
- Make sponsor changes within one's own organisation (according to sponsor change rules)
- Waiver of yearly renewal fee
- Opportunity to participate in Success Path trainings and events.
- Profit from retail sales placed by Morinda under IPC's ID#
- Personal access to www.NoniOffice.com, a web site established just for IPCs

6. Fast Start Bonus Programme

Morinda's Fast Start Bonus (FSB) programme is designed to put income into the pockets of qualifying IPCs very quickly. Morinda will pay all qualified leaders an accelerated bonus on all commissionable volume from newly sponsored IPCs for their first 60 days, beginning with the first commissionable order. This period is called the Fast Start period, and the commission received is the Fast Start Bonus.

You can qualify for the Fast Start Bonus as long as you stay on Case AutoShip. The Fast Start Bonus is normally paid on every Friday and is equivalent to the maximum payout amount on all eight levels in the Unilevel plan. This allows upline IPCs to receive profit from the sales of their newly sponsored IPCs from the beginning. It is truly a fast

start to building a sizeable income stream from the sales of a growing organisation of IPCs with Morinda.

The Fast Start Bonus is optional. You simply enroll on the Case AutoShip programme to qualify to receive Fast Start Bonuses according to the five generations outlined. To remain eligible for the FSB programme, you simply need to stay on the CAS programme.

If you choose not to participate in the CAS Programme, then the CV that your personally sponsored IPCs generate will pay royalties according to the normal Unilevel payout. Additionally, if you are initially in the CAS programme and you drop off, all CV generated from your personally sponsored IPCs after you discontinue CAS status will pay royalties in the regular Unilevel plan. If you initially choose not to participate but later decide to join the programme, you will qualify to receive Fast Start Bonuses as soon as you enroll for CAS. You will receive bonuses on all volume generated by new personally sponsored IPCs from that point on, as long as you qualify for CAS.

Understanding two basic factors about the Fast Start Bonus will help you gain the greatest benefit from it.

A. You always retain the relationship of personal sponsor no matter where you place an individual, so you are free to build your organisation for strength and depth and not lose out on any Fast Start Bonuses. In other words, your first generation in the FSB programme consists of IPCs that you personally sponsor.

   Your second generation refers to IPCs that are sponsored by your personally sponsored IPCs, and your third generation refers to individuals sponsored by your second generation of personally sponsored IPCs. The Fast Start Bonus programme follows personally sponsored IPC linkage no matter where they appear in your organisation.

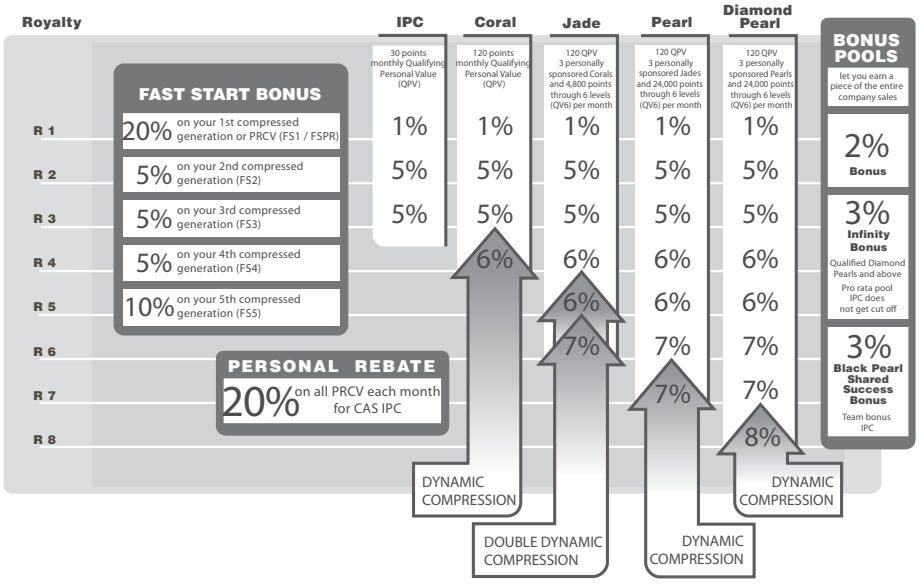
B. The Fast Start Bonus is an optional programme that takes the place of the regular payout on volume generated by brand-new IPCs during their Fast Start period. After the Fast Start period, all future volume generated by those individuals will be paid according to the Unilevel plan.

Example

Joe sponsors Harry. Joe is on the Case AutoShip programme. Assume Harry is also on CAS. Joe will earn 20% on Harry's CV associated with first 120 QPV and 5% on all PRCV during that calendar month while Harry is in his Fast Start period. After that, Unilevel royalties will be paid on CV accumulated by Harry.

Fast Start Bonus Pay-Out with & without Personal Rebate (PR)

Personal Sponsor Line	FSB without PR		FSB with PR	
	Compressed Generation	% Paid on Normal CV	Compressed Generation	% Paid on PRCV
Generation 6 (CAS)	FS5	10%	----	----
Generation 5 (CAS)	FS4	5%	FS5	10%
Generation 4 (NCAS)	----	----	----	----
Generation 3 (CAS)	FS3	5%	FS4	5%
Generation 2 (CAS)	FS2	5%	FS3	5%
Generation 1 (CAS)	FS1	20%	FS2	5%
Purchasing IPC (CAS)	----	0	FSPR	20%
		45%		45%



7. Personal Rebate

A new or existing IPC must be on Case AutoShip and order more than 120 QPV in any given month to qualify for a personal rebate. If you order 120 QPV worth of products in a month and then make another commissionable order during that month, you will receive a 20% personal rebate on the second commissionable order.

In the case of Fast Start volume, the 20% Fast Start personal rebate replaces the first generation Fast Start Bonus (FS1). The remaining bonuses (FS2-5) are paid out to upline FSB qualifiers' compressed generations one to four.

8. Infinity Bonus

Morinda has incorporated an Infinity Bonus pool into our compensation plan as an additional reward for those IPCs who excel in building strong organisations beyond eight levels. This bonus pool is 3% of the CCV for a calendar month from Morinda's 10th level to infinity, and there is no fixed limit on the dollar amount of this pool.

Diamond Pearl Elites, Double Diamond Pearls, and Triple Diamond Pearls may participate in this shared pool. The pool is paid monthly and is divided pro rata by CAS20 among the qualifiers. Diamond Pearl Elites' CAS20 will be discounted by 75%, and Double Diamonds' CAS20 will be discounted by 50%. Triple Diamonds' CAS20 will not be discounted. This bonus is not limited to a set amount of qualifiers. New and existing IPCs may qualify for this pool.

9. Black Pearl Shared Success Bonus

Morinda has incorporated a Black Pearl Shared Success Bonus into our compensation plan as an additional reward for those IPCs who, through team efforts, build strong organisations through eight levels. This bonus pool is 3% of the CCV for a calendar quarter. There is no fixed limit on the dollar amount of this pool, which is distributed on a quarterly basis.

To qualify as a Black Pearl, you must have in your organisation three personally sponsored, paid-as Diamond Pearls or above and be CAS qualified each month within a calendar quarter. You must add one more personally sponsored, paid-as Diamond Pearl or above after every four qualifying quarters (not necessarily consecutive calendar quarters). After the 16th qualifying quarter, as long as the IPC maintains seven personally sponsored, paid-as Diamond Pearls each month and is CAS qualified, the IPC will be a permanent member of the Black Pearl Club.

Roll up. As the Diamond Pearl qualifiers of the Black Pearls become Black Pearls, the original Black Pearls keep the share of the bonus that would have been given to those Diamond Pearl qualifiers. As Pearl qualifiers become Diamond Pearl qualifiers, the original Black Pearl keeps the share of the bonus that would have been given to those Pearl qualifiers. If a Pearl qualifier becomes a Black Pearl without his or her personal sponsor being a Black Pearl, his Pearl portion rolls up to the original Black Pearl.

Maintenance. Morinda has incorporated a maintenance feature to allow IPCs who maintain 3, 4, 5, or 6 personally sponsored paid-as Diamond Pearls to receive a share of the Black Pearl Bonus. Beginning with the 5th qualifying quarter those IPCs who maintain will receive their pro-rata shares based on CAS8 discounted at the following rates: 3 – 75%, 4 – 60%, 5 – 40%, 6 – 25%.
Diamond Pearl and Pearl Bonus Pools will have the same maintenance provisions and definitions as their Black Pearl personal sponsors.

Black Pearl Qualification

Qualifying Quarters	# of Personally Sponsored, Paid-As Diamond Pearls Needed Each Calendar Month
1-4	3
5-8	4
9-12	5
13-16	6
17-Forever	7

The Black Pearl Bonus pool is divided into three pieces. They are distributed as follows:

1. *Black Pearl share.* 60% of the Black Pearl Bonus pool is shared on a pro-rata basis among those IPCs who currently qualify as Black Pearls. The pro-rata shares are determined by using their CAS8.

2. *Diamond Pearl share.* 24% of the Black Pearl Bonus pool isshared on a pro-rata basis among Diamond Pearl qualifiers who are personally sponsored by the Black Pearls. Again, the pro-rata shares that are distributed to Diamond Pearl qualifiers are determined by using their CAS8.

3. *Pearl share.* The remaining 16% of the Black Pearl Bonus pool is shared on a pro-rata basis among the Pearls personally sponsored by the Diamond Pearl qualifiers. The pro-rata shares that are distributed to the Pearls of the Diamond Pearls are determined by using their CAS6.

Morinda is constantly working to expand opportunities for its IPCs around the globe. In some markets, extraordinary business, legal, and regulatory expenses may exist that cannot be recouped in the price of our product. This leaves us with the option of either discontinuing business in that market, or discounting that market's contribution to the Global Bonus Pools.

Accordingly, Morinda may in its discretion and without notice adjust the contribution from those countries to the Global Bonus Pools to offset those expenses. At the request of any IPC participant in the Global Bonus Pool payouts, Morinda will advise which countries are paying into the Global Bonus Pools at less than the regular 8% rate.

IPC STOCK OPTION PLAN

Morinda has adopted an IPC stock option plan designed to offer its top IPCs an opportunity to acquire a proprietary interest in Morinda Holdings, Inc. ("Morinda"), Morinda's parent Company. The Board of Directors of Morinda has set aside, on a one-time basis, up to five percent (5%) of the shares of Morinda stock as options that may be acquired by IPCs at the Black Pearl, Club Marquesas, and Global Executive levels, subject to the terms of the Morinda Holdings, Inc. IPC Stock Option Agreement and IPC Stock Option Plan. For more details regarding this unprecedented opportunity, including qualification requirements, please see www.NoniOffice.com.

GLOSSARY

Access marketing
"Personal Shopping with Profit Sharing." Access marketing combines the strength and power of network marketing with the power of mass consumerism.

Active IPC
An IPC is required to maintain a minimum activity level in order to continue to receive the benefits of being a Morinda IPC. These privileges may include receiving Fast Start and Unilevel commissions and all other bonuses, and sponsoring new IPCs into the organisations. This minimum activity requirement is either of the following options:

1. Be a participant in the Case AutoShip programme.
2. Have at least 60 total QPV accumulated in the current and prior two calendar months, and:

a. Have at least one placement - sponsored IPC on the first level with at least 60 total QPV accumulated over the current and prior 2 calendar months, or
b. Have at least one personally sponsored IPC with at least 60 total QPV accumulated over the current and prior 2 calendar months.

If an IPC does not meet either set of requirements above, that IPC is placed on inactive IPC status. No purchase of product is required to initially become an IPC with Morinda; however, some activity requirement is necessary to receive any of the benefits of an active IPC. (See "Inactive IPC Status").

Note: Inactive status applies only to IPCs who have been with Morinda for at least three calendar months.

Applicable law
This refers to whatever local, state, national or international law is applicable to the IPC's dealings as an IPC. Morinda's acceptance of an IPC Agreement is conditioned upon the IPC's commitment to actual adherence to applicable law.

ASQV4
AutoShip Qualifying Volume through four straight generations per personal link with inactive IPC compression. ASQV4 counts the first 120 QPV ordered monthly by an IPC's account and IPCs currently enrolled in the Case AutoShip programme.

Applications:
•Personal Paid-as Titles: All IPCs must have at least 480 ASQV4 to be paid UNLV commissions on placed volume.

Black Pearl Bonus (BPB)
A pro-rata share of 3% of all Morinda's Converted Commissionable Volume (CCV) for a calendar quarter. There is no limit on the dollar amount of this pool, which is distributed on a quarterly basis.

Breakage
Volume or commission that goes unpaid because a distributor is no longer qualified to receive commissions from his or her organisation. In most network marketing companies, this amount rolls up to the Company instead of the distributors in the upline. Morinda's compensation plan does not have breakage and pays out the most commissions of any Company of its kind. With Morinda, the commission is divided among the remaining IPCs in the upline.

Calendar month
From the first day to the last day of a given month, as opposed to a 30-day or 4-week period.

CAS6, CAS8, CAS20
Case AutoShip Volume through 6, 8 or 20 (as applicable) straight levels per placement link with inactive IPC compression. CAS6, CAS8 and CAS20 count the QPV (120 QPV minimum, 360 QPV maximum per IPC account) sold through an IPC account by the IIPC and IPCs in the IPC's organisation currently enrolled in the Case AutoShip programme.

CAS6 Applications:
•Black Pearl Bonus: CAS6 is used to calculate by pro rata the pearl share given to qualified Pearls whose personal sponsors receive the Diamond Pearl share of the Black Pearl Bonus.

CAS8 Applications:
•Black Pearl Bonus: CAS8 is used to determine by pro rata the Diamond Pearl shares and Black Pearl shares of the Black Pearl Bonus.

CAS20 Application:
•Infinity Bonus: Once an IPC has qualified for Infinity Bonus (the IPC has a placement paid-as title of Diamond Pearl Elite or higher), the IPC's CAS20 is used to determine by pro rata the dollar share the IPC will receive.

Case AutoShip (CAS) programme

A programme available to IPCs who want to guarantee that they maintain their QPV (see "Qualifying Personal Volume").

Conditional Programme. An order of at least 120 QPV must be placed each month; refer to www.NoniOffice.com for Conditional programme deadlines for each market. This order would count as the IPC's Case AutoShip purchase for the month. If no order is placed, or if the orders placed by the 14th do not equal 120 QPV, the IPC will automatically be sent his or her selected Case AutoShip products and funds will be charged to the authorised form of payment. Unless otherwise requested, the order will be sent to the shipping address on file.

Unconditional Programme. If an IPC would like the selected Case AutoShip products (equal to 120 QPV) sent out regardless of any other orders each month, the IPC can select "Unconditional CAS Programme" on the IPC Agreement or on the Case AutoShip Change and Enrollment Form. The payment will be charged to the authorised form of payment.

Commissionable volume (CV)

Besides having a qualifying volume, each commissionable product has a commissionable volume, or CV. The CV is the value on which commissions or bonuses are calculated. CV can vary country to country because it is based on local currency.

Commissions

Payout of up to 53% of total CV (see "Commissionable volume") to IPCs.

Compressed generation

The generation that results from dynamic compression. It is used for Fast Start Bonus calculation and labeled as FS1, FS2, FS3, FS4, and FS5.

Compressed level

The level that results from dynamic compression. It is used for Unilevel calculation and labeled as R1, R2, R3, R4, R5, R6, R7, and R8.

Converted Commissionable Volume (CCV)

The Commissionable Volume (CV) in different currencies converted into U.S. dollars.

Coral

This is the first leadership position. To qualify, IPC's must sell through their IPC account one case of 1L Original Beverage or the equivalent of 120 QPV per month.

Unilevel Royalties: Paid through four levels
Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance: 120 QPV and 480 ASQV4

Currency exchange fee

Morinda pays commissions in the local currency of the IPC account as a benefit and convenience for its IPCs and will continue to do so. Morinda will charge a monthly currency exchange fee of 0.5% for global bonuses and commissions earned from any foreign currency if the commissions are over $2,000 (US$) a month.

Data processing fee

Morinda applies a Data Processing Fee for all commissions payments. This fee consists of the costs for processing and sending commission payments, which includes—but is not limited to—postage, printing, paper, supplies, manpower, etc.

Diamond Pearl (DIAM)

This is the fourth leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have three personally sponsored paid-as Pearls in their organisation, and a total of 24,000 QV6 per month.
Unilevel Royalties: Paid through eight levels + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Achieve 120 QPV and one of the following:
•Three personally sponsored placement paid-as Pearls and 24,000 QV6
OR
•42,000 QV8
Personal Paid-as Title Maintenance:
•120 QPV
•42,000 QV8 Personal
•480 ASQV4

Diamond Pearl Elite (EDIAM)

This is the fifth leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have three personally sponsored placement paid-as Pearls in their organisation, and a total of 72,000 QV8 per month.

Unilevel Royalties: Paid through eight levels + Infinity Bonus (IB) + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance:
•120 QPV
•72,000 QV8 Personal
•480 ASQV4

Double Diamond Pearl (DDIAM)

This is the sixth leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have four personally sponsored placement paid-as Pearls in their organisation, and a total of 96,000 QV8 per month.

Unilevel Royalties: Paid through eight levels + Infinity Bonus (IB) + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance:
•120 QPV
•96,000 QV8 Personal
•480 ASQV4

Dynamic compression

Compresses all Commissionable Volume (CV) from infinity, based on paid-as titles, to guarantee that the maximum commissions are paid out on every level instead of allowing payouts to roll up to the Company when someone does not qualify (see "Breakage").

Fast Start Bonus (FSB) programme

This is an incentive programme that rewards qualified members of the upline on CV from newly sponsored IPCs for their first 60 days, beginning with the first order of commissionable product. To fully participate, the participating generations must be on CAS. On the first 120 QV ordered by the new IPC, the first generation through fifth generation upline receive bonuses of 20%, 5%, 5%, 5%, and 10%, respectively. If the new IPC is on CAS, on any monthly volume above 120 QV, the IPC receives 20% personal rebate and the first generation through fourth generations upline receive 5%, 5%, 5%, and 10% bonuses, respectively. Thus when the new IPC receives the personal rebate, the bonus of the IPC's personal sponsor drops from 20% to 5%, the fourth generation increases from 5% to 10%, and the fifth generation receives no bonus at all.

Fast Start period
The period, beginning with an IPC's first commissionable order, in which the new IPC's Commissionable Volume (CV) is eligible for Fast Start Bonus (FSB) payout under specific conditions

Generation
The personally sponsored IPCs in succession above a new IPC are called generations. The new IPC's personal sponsor is the first generation upline, the first generation's personal sponsor is the second generation upline, the second generation's personal sponsor is the third generation upline, the third generation's personal sponsor is the fourth generation upline, and the fourth generation's personal sponsor is the fifth generation upline.

Inactive IPC status
An IPC account which is on inactive IPC status is one that has not fulfilled the minimum activity requirement for an active IPC. As inactive IPCs, IPCs will be allowed to continue to purchase product at IPC price using their IPC ID number. They will also be able to receive the price difference between retail and IPC price paid by retail consumers who use their ID number as the referring ID number when purchasing product. However, inactive IPCs are not eligible to receive Fast Start or unilevel commissions and/or all other bonuses on any product bought personally or by those in their organisation (which will remain intact). They are also not able to sponsor anyone new into their organisation or have anyone new placed underneath them, making them the new placement sponsor. They may, however, be moved by their personal sponsor according to personal and placement sponsor change rules.

IPCs may remain on inactive status indefinitely, provided they pay the renewal fee prior to their anniversary date each year. If the inactive IPC chooses not to renew with Morinda, the IPC account will be terminated.

Any IPC placed on inactive IPC status may return his or her IPC account to active status by submitting an Inactive IPC Reinstatement Form (obtained from Morinda's web site or found in the back of this manual) along with a reinstatement fee. If the IPC elects to be on the Case AutoShip programme upon reinstatement, this fee will be waived. Reinstatement will occur as long as the qualifications for an active IPC account are met and the renewal date of the IPC has not passed. IPCs may reactivate only prior to their renewal date.

Infinity Bonus (IB)
A bonus pool designed as an additional reward for those IPCs who excel in building strong organisations beyond eight levels. This bonus

pool is 3% of Morinda's Converted Commissionable Volume (CCV) for a calendar month from the Company's 10th level to infinity. There is no limit on the dollar amount of this pool or the amount of qualifiers who can participate.
The infinity bonus pool is divided pro rata by CAS20 or discounted CAS20 among the qualifiers. The three types of qualifiers are the following:

1. Placement Paid-as Diamond Pearl Elites who are CAS qualified use 25% of their CAS20 to calculate their pro-rata share.
2. Placement Paid-as Double Diamond Pearls who are CAS qualified use 50% of their CAS20 to calculate their pro-rata share.
3. Placement Paid-as Triple Diamond Pearls who are CAS qualified use 100% of their CAS20 to calculate their pro-rata share.

Independent Product Consultant

This is the name given to each person or entity whose offer to Morinda to market its products has been accepted. All Independent Product Consultants (IPCs) have a contractual agreement with Morinda to market Morinda products in accordance with Morinda's ideals, the Code of Ethics of the DSA, the policies and procedures expressed in this manual, any subsequent amendment, and any applicable law.

IPC Agreement

This is the agreement form that is submitted to Morinda by an individual or business entity that desires to become an IPC. Once accepted by Morinda, this document becomes the binding contract between an IPC and Morinda.

IPC paid-as title

This is the entry-level position. To qualify, IPCs must sell through their IPC account one bottle of 1L Original Beverage or the equivalent of 30 QPV per month.

Unilevel Royalties: Paid through three levels

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance: 30 QPV and 480 ASQV4

IPC titles

IPC titles are leadership positions that allow IPCs to qualify for commissions. An IPC is usually referred to by his or her highest achieved title. IPCs also have "paid-as" titles which refer to an IPC's

achievement on any given month. "Maintenance" is what is required of an IPC to be "paid-as" a certain title after it has been achieved or surpassed.

Immediate Household is defined as

Married or common-law spouses, persons residing in the same home, or dependent children. For IPC accounts which are business entities rather than individuals, Immediate Household means the shareholders, owners, directors, officers, trustees, responsible parties, etc. of such entities and persons married to or common-law spouse of, or residing in the same home with, or dependent children of, the persons who are the shareholders, owners, directors, officers, trustees, responsible parties, etc. of such entities.

Jade

This is the second leadership position. To qualify, IPCs must sell through their IPC account one case of 1L Original Beverage or the equivalent of 120 QPV, have three personally sponsored placement paid-as Corals in their organisation, and have a total of 4,800 QV6 per month.

Unilevel Royalties: Paid through six levels

Placement Paid-as Title Maintenance: Achieve 120 QPV and 4,800 QV6

Personal Paid-as Title Maintenance:
- 120 QPV
- 4,800 QV6 Personal
- 80 ASQV4

Levels

These have reference to the levels on which an IPC is placed in an IPC's organisation. The organisation first level consists of the IPCs directly beneath the IPC. IPCs on the organisation second level are directly under the first, the third under the second, and so forth. Unlike the many IPCs that can be on an IPC's organisation levels, the upline levels are restricted to the direct line of IPCs that begin with the IPC placed directly above the IPC. This is the upline first level. The IPC above the upline first level is the upline second level; above the upline second level, the third-level IPC. It is the upline levels to whom IPCs are to look for training and assistance in beginning and expanding their Morinda businesses.

Manual

This refers to this Policy Manual, which is incorporated as a matter of reference into the IPC Agreement, with all of the pertinent amendments thereto.

Non-PV products
Items sold to IPCs without a point volume; examples include the IPC Starter Kit and most promotional items.

Non-referred consumer
A retail consumer that has no pre-existing association with an IPC.

Organisation
An organisation is made up of IPCs for whom an IPC is the personal sponsors, IPCs for whom an IPC is the placement sponsor, and IPCs that have been recruited by these IPCs. By receiving commissions based on the orders and sales of their organisation, an IPC has a duty to train and encourage their organisation.

Paid-as title
In order for IPCs to achieve titles, they must build organisations of IPCs who use and sell Morinda products and develop leadership and marketing skills. If IPCs no longer qualify for a previously earned leadership position, they may still hold the title but are paid commissions only for the title they presently qualify for. However, to qualify for various titles, an organisation must have IPCs who then qualify for certain titles and cannot rely on IPC accounts that once held titles but no longer qualify. The phrase "paid-as title" signifies that the IPC not only has been a leader at that position at one time, but also presently qualifies during that particular commissions period to hold the leadership position.

Pearl
This is the third leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have three personally sponsored placement paid-as Jades in their organisation, and have a total of 24,000 QV6 per month.
Unilevel Royalties: Paid through seven levels + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Achieve 120 QPV and one of the following:
•24,000 QV6
OR
•30,000 QV7

Personal Paid-as Title Maintenance:
•120 QPV
•24,000 QV6 Personal OR 30,000 QV7 Personal
•480 ASQV4

Personal sponsor
This is the IPC that brings an IPC into Morinda. This person benefits from the orders placed by IPCs in their organisation and from title advancements their personally sponsored IPCs earn in the future. A new IPC becomes a personal sponsor by sponsoring another person as a new IPC. Fast Start Bonuses and credit for title advances are tied to personal sponsors.

Personal paid-as title
Determined by QV6 Personal, QV7 Personal, or QV8 Personal. It is used to earn Unilevel (UNLV) commissions on placed volume. **#**
The following list outlines the monthly qualifications for each personal paid-as title:
•IPC: 30 QPV and 480 ASQV4
•Coral: 120 QPV and 480 ASQV4
•Jade: 120 QPV, 4,800 QV6 Personal and 480 ASQV4
•Pearl: 120 QPV, 24,000 QV6 Personal and 480 ASQV4
or 120 QPV, 30,000 QV7 Personal and 480 ASQV4
•Diamond Pearl: 120 QPV, 42,000 QV8 Personal and 480 ASQV4
•Diamond Pearl Elite: 120 QPV, 72,000 QV8 Personal and 480 ASQV4
•Double Diamond Pearl: 120 QPV, 96,000 QV8 Personal and 480 ASQV4
•Triple Diamond Pearl: 120 QPV, 120,000 QV8 Personal and 480 ASQV4

Personal rebate
This is a 20% rebate of the CV for Morinda products that is paid to any IPC for personal orders in any month that exceed 120 QV. This is considered to be a discount for volume purchasing and is not reported on a 1099 as income. An IPC that is not on CAS cannot receive a personal rebate.

Personal Rebate Commissionable Volume (PRCV)
CAS IPCs' monthly CV over the CV associated with monthly 120 QPV. For example, if a CAS IPC orders a product with 200 QV and 150 CV, the PRCV will be ((200-120)/200*150) = 60. The regular CV is 90, which is associated with 120 QPV.

Personal-linked volume
All volume that comes from the IPC, the IPC's personally sponsored IPCs, their personally sponsored IPCs, and so on.

Personally sponsored IPC
An individual that an IPC personally enrolls and trains to be an IPC. Personally sponsored IPCs constitute the IPC's first generation. Fast Start Bonuses, Personal Paid-as Title, and credit for rank advances are tied to the personally sponsored IPCs.

Placement sponsor
This is the IPC that is above an IPC in their upline. It may be their personal sponsor or another IPC, depending on the decision of the personal sponsor. Unilevel commissions are tied to CV from IPCs placed beneath an IPC, regardless of their personal sponsor.

Placement-linked volume
All volume emanating from an IPC's placement sponsored IPCs, their organisations, and so on.

Placement paid-as title
Determined by QV6, QV7, or QV8 and organisation titles. It is used to earn Unilevel (UNLV) commissions on personally linked volume.

The types of placement paid-as titles are the following:
- IPC
- Coral
- Jade
- Pearl
- Diamond Pearl
- Diamond Pearl Elite
- Double Diamond Pearl
- Triple Diamond Pearl

Products
Morinda products for retail sale or personal use by authorised IPCs.

Qualifying compression
Qualifying Compression helps IPCs achieve and maintain leadership titles by compressing qualifying volume (QV) over Inactive IPCs.

Qualifying Personal Volume (QPV)
An IPC's personal volume shown in points. This volume will also include qualifying volume (QV) from retail orders placed under the IPC account.

Qualifying Volume (QV)
Each commissionable Morinda product has a certain number of points assigned to it. For example, one case of 1 L Original Beverage has QV of 120 points. The total number of points of all orders placed by an IPC in a calendar month is the qualifying personal volume of that IPC account in that particular month.

QV6, QV7, QV8 Personal

Personally linked qualifying volume through 6, 7 and 8 placement levels (as applicable). It is used to qualify for a personal paid-as title, which is used to earn Unilevel commissions on placement-linked volume.

QV6 Personal Applications:

•Jade Personal Paid-as Title: Used to determine the Jade personal paid-as title in which the IPC must have at least 4,800 QV6 Personal.
•Pearl Personal Paid-as Title: Used to determine the Pearl personal paid-as title in which the IPC must have at least 24,000 QV6 Personal.

QV7 Personal Application:

•Pearl Personal Paid-as Title: Used as one of the qualifications to determine the Pearl personal paid-as title in which the IPC must have at least 24,000 QV6 Personal or 30,000 QV7 Personal.

QV8 Personal Application:

•Diamond Pearl Personal Paid-as Title: Used to determine the Diamond Pearl personal paid-as title in which the IPC must have at least 42,000 QV8 Personal for DIAM, 72,000 for EDIAM, 96,000 for DDIAM, and 120,000 for TDIAM, respectively.

R1 – R8

Royalty levels 1 through 8 are the levels that result from dynamic compression. These are the levels on which Unilevel (UNLV) commissions are paid. The difference between the level and the royalty level represents how many levels an order has compressed.

Retail profit

Retail profit paid by Morinda consists of the difference between the retail and IPC price of the commissionable product. IPCs do not need to order a minimum amount of Qualifying Personal Volume (QPV) to receive retail profit. Even inactive IPCs can still receive retail profit.

Retail sales

When an IPC sells directly to a consumer, he or she receives the retail profit for that purchase.

Royalties

These are the commissions paid to an IPC under the Unilevel (UNLV) plan. Royalty levels are labeled R1, R2, R3, etc.

Titles
An IPC may qualify for titles by creating an organisation in which IPCs are actively using and selling Morinda products. A title may qualify an IPC to be paid through various levels of his or her organisation and may also allow him or her other privileges as an IPC. Morinda allows an IPC account to keep a title once the IPC account has qualified for it; however, the IPC account must maintain and actively promote activity in his/her organisation to continue to be paid at the highest title achieved.

Total payout
The total payout is 53% of Commissionable Volume (CV) (45% for Fast Start Bonus (FSB) or Unilevel (UNLV), and 8% for Global Bonus Pools.)

Triple Diamond Pearl (TDIAM)
This is the seventh and highest leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have five personally sponsored placement paid-as Pearls in their organisation, and a total of 120,000 QV8 per month.

Unilevel Royalties: Paid through eight levels + Infinity Bonus (IB) + possible Black Pearl Bonus (BPB)

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Maintenance:
- 120 QPV
- 120,000 QV8 Personal
- 480 ASQV4

Unilevel payout plan (UNLV)
The set of rules governing the monthly payout of non-Fast Start Bonus commissionable volume. The Unilevel payout plan pays through placement levels, incorporating dynamic compression and paid-as titles.

Upline
The IPCs responsible for introducing an individual to Morinda and then motivating him or her to become an IPC. The upline also has the responsibility to support and train their organisation.

Volume
The value associated with the product ordered. The total amount of volume an IPC and his or her organisation generate will determine the IPC's paid-as title and the level of commissions IPCs earn.

BUSINESS APPLICATION ADDENDUM

IPC ID#

Business/Company name | Company number

Please fill in the following sections with the personal information of all persons having a beneficial interest in this business (i.e., president, vice president and board of directors or shareholders, and in the case of partnership, all partners). You may use as many addendums as necessary. Morinda must be notified in writing if any of the information contained in the required documents listed below changes in any way. Morinda must be given copies of the updated or revised versions of those documents.

Name | Fax

E-mail

Phone | Position/title in Company

Signature | Date

Name | Fax

E-mail

Phone | Position/title in Company

Signature | Date

Name | Fax

E-mail

Phone | Position/title in Company

Signature | Date

Name | Fax

E-mail

Phone | Position/title in Company

Signature | Date

To enroll a business as a Morinda IPC, the following documents will be necessary:

1. IPC Agreement (with the business name listed as the IPC name).
2. Business Application Addendum.
3. Copy of Company report from Companies House
4. Copy of the articles and memorandum of association (or other appropriate legal documents).

For more information on enrolling an IPC account in the name of a business entity, please go to www.NoniOffice.com.

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AUTOSHIP CHANGE AND ENROLLMENT FORM

IPC Information

IPC name (required) ID# (required)

Address E-mail

City State Country Post code

Telephone (required) Fax

Change or Enrollment Request

❒ Enroll me in Morinda's Unconditional AutoShip programme. (If checked, fill out payment information below) I understand that I will automatically be sent the product(s) I indicate below on the 1st day of each month, regardless of any other purchases made under my ID number during any month. I authorise Morinda to fill this order.

My Unconditional AutoShip preference is:

❒ Morinda Bioactive Beverages

❒ Enroll me in Morinda's Conditional AutoShip programme. (If checked, fill out payment information below.) I understand that I may order any commissionable products from Morinda at Autoship price to meet this requirement. I further understand that in order to fully qualify an order that is at least equal to the chosen amount of QV must be placed by the 10th of each month and if no order is placed, or if the orders placed by the 10th are not equal to the chosen amount of QV, the IPC will automatically be sent his or her selected AutoShip products and funds will be charged to the authorised form of payment. I authorise Morinda to fill this order.

My AutoShip preference is:

❒ Morinda Bioactive Beverages

Please check one of the following:

❒ I will pick up my AutoShip order from a local warehouse.

❒ I would like my AutoShip order delivered to my shipping address.(UK & Ireland Only)

Shipping Fee

UK: £10.50 + VAT is added to each order for Morinda (products up to a total of 15kg)

Ireland: €11.50 + VAT is added to each order for Morinda (products up to a total of 15kg)

Discontinuance Request

❒ I wish to discontinue my AutoShip enrollment at this time.(*Please Sign below for changes to take effect.)

Signature:

Method of Payment

❒ VISA ❒ MasterCard ❒ Direct Debit (Must attach a Direct Debit Authorisation Form)

Name (as it appears on card)

				—					—					—								

Credit card number Expiration date (mo/yr)

Credit card billing address Billing post code

Authorised Signature Date

Authorisation (required)

AutoShip changes need to be received by Morinda by the end of the month for the change to take place the following month.

Authorised Signature Date

Please post or fax to:

Morinda UK Limited

106 Arlington Road, London NW1 7HP

Fax: 0207 482 1714

***DIRECT DEBIT ORDERS WILL BE SHIPPED ONE WEEK AFTER CREDIT CARD ORDERS ARE SHIPPED.**

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REFUND AUTHORISATION FORM

IPC Information

Name IPC ID#

Address

City Post code

Telephone number E-mail

Sales Order # Tracking #

Return Authorisation # (Obtain by calling your call centre 0800 032 2665)

Product(s) being returned:

Quantity Description

Quantity Description

Quantity Description

* Please allow 5-7 Business days to process return

Refunds are subject ot conditions specified in the Policy Manual

Signature Date

RETAIL EXCHANGE FORM

IPC Information

Name IPC ID#

Address

City Post code

Telephone number E-mail

Customer Information

Name IPC ID#

Address

City Post code

Telephone number E-mail

Reason for return:

Sales Order # Tracking #

Return Authorisation # (Obtain by calling your call centre 0800 032 2665)

Product(s) being returned:

Quantity Description

Quantity Description

Amount refunded by IPC to customer:

IPC signature Date

Customer signature Date

Any form that is not filled out completely will not be accepted.

*Please allow 5-7 Business days to process return Please send form with empty bottle.

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UPLINE RELEASE FORM

By signing this Upline Release Form, you are agreeing to forfeit all rights as a upline to the IPC requesting this change. The IPC will be cancelled for the next commissions period, and will be permitted to re-sign up under a new personal sponsor or transfer into another existing IPC account immediately without observing the required six-month waiting period. The IPC understands that he or she will not be allowed to take his or her personally sponsored downline with him or her upon release, and the downline will roll up to the next personal and placement sponsors. This form should be accompanied by a new IPC Agreement for the IPC who is being released.

IPC to be released (please print) ID#

Signature of IPC to be released Witnessed

Witnessed Upline Signatures (By placement sponsor link)

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Witnessed Upline Signatures (By personal sponsor link)

Personal sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

Upline sponsor ID# Witnessed

**Witness – Persons signings as witnesses must be present to observe the relevant parties signing the document. The witness must be over 18 years of age and include their full name and residential address on the document that they witness. The document must be dated on the day it was signed. The witness may not have any connection or interest in the document that is being signed. For questions regarding required signatures please call your local Morinda office. Submit this form by mail or fax to your local Morinda office by the 15th of the month.

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ERROR CORRECTION REQUEST

This Error Correction Request form is to be used by IPCs to report sponsor errors from enrollments. This form must be received within 14 days of enrollment. Any form received after the deadline or not filled out completely will not be accepted. All reasons for errors must be valid and are subject to investigation. Morinda will make the change at its discretion. Witnesses on all signatures are required.

IPC being moved (please print) ID#

Personal Sponsor Information

Incorrect personal sponsor ID#

Correct personal sponsor ID#

Placement Sponsor Information

Incorrect placement sponsor ID#

Correct placement sponsor ID#

Reason for error

Required Signatures

We, the undersigned, affirm that the above information is true and we accept all future ramifications of such a change.

IPC being moved signature Witnessed

Incorrect personal sponsor signature Witnessed

Incorrect placement sponsor signature Witnessed

Correct personal sponsor signature Witnessed

Correct placement sponsor signature Witnessed

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ORGANISATION REPORT NON-DISCLOSURE AGREEMENT

Organisation Reports may include personal information, such as addresses and telephone numbers, and are considered confidential by Morinda. Any IPC who wishes to request an Organisation Report (either in hard copy form or from the Internet) must read the Organisation Report Nondisclosure Agreement below and understand the terms under which he or she will be provided this information. If the IPC agrees to these terms, he or she must sign and date the bottom of this form and then fax or mail it to the local Morinda office. If the IPC wishes to access this information on the Internet, he or she may agree to an electronic version of this form on www.NoniOffice.com.

In consideration for organisation, downline/genealogy and management reports I receive from Morinda, I agree to the following:

I agree that all Morinda downline/genealogy and management reports are confidential information and proprietary to Morinda. As such, I agree not to disclose this information to any third party, including other Morinda IPCs and Customers, without prior written consent from Morinda.

I agree that all confidential information will be used solely for the purpose of building my Morinda organisation or the organisation of my Morinda downline. I understand that use of confidential information for the purpose of building a non-Morinda business, including contacting persons or entities listed on any confidential report for that purpose, is expressly prohibited.

I agree that any violation of this agreement may result in immediate suspension or termination of my IPC account and possible imposition of legal action against me, including but not limited to the entry of an injunction forbidding all use or transfer of confidential information in violation of this agreement, the entry of damages against me for breach of this agreement, and any other legal remedy allowed by local law, including costs and attorney's fees.

The above provisions are intended to coincide with those of the Morinda Policy Manual. Any apparent conflict should be interpreted so as to harmonise the seemingly conflicting provisions. In the case of an actual conflict, the provisions of this agreement shall control.

IPC name ID#

Date

Please indicate your preferred personal identification number (PIN) below and return with your signed Non-discolsure Agreement. Your PIN can be 4 to 6 characters long, and you can use numbers or letters in your PIN.

My PIN is : ☐ ☐ ☐ ☐ ☐ ☐

Authorised signature (required)

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SALE OF IPC ACCOUNT FORM

IPC Account Information

IPC ID# Date

Name of current owner (seller)

Name of new owner (purchaser) Agreed-upon purchase price £

*Upon signing this document, the seller agrees not to compete with the purchaser or attempt to divert or sponsor any existing Morinda IPC for the period of one year from the date of the sale or transfer. Upon transfer of this IPC account, seller understands that he or she cannot enroll again as an IPC or coapplicant without complying with Morinda's Six Month Waiting Period policy.

The seller also verifies that the purchaser has met the terms of the purchase agreement. The purchaser verifies that he or she has had no beneficial interest in any IPC account for the past six months. If the purchaser has ever had a beneficial interest in any IPC account, list the ID#(s) here

The seller and purchaser verify that they are both satisfied with the purchase and sale of the IPC account and that Morinda will not be held liable in any manner and be indemnified by both if any legal proceeding between the seller and purchaser, their employees, agents, attorneys, assigns, successors-in-interest, or customers arises out of the sale of the IPC account.

Signature of seller Witnessed

Signature of purchaser Witnessed

A copy of the purchase agreement between the seller and purchaser must be attached to this Sale of IPC Account Form.

A new IPC Agreement must be attached to this Sale of IPC Account Form with the information of the purchaser of this IPC account. If the purchaser is a business entity, all necessary business documents (as listed on www.NoniOffice.com) must also be submitted with this form.

Method of payment for the required £26.00 transfer fee

❒ VISA ❒ MasterCard

				—					—					—								

Credit card number Expiration date (mo/yr)

Authorised Signature

Send this by mail to:

Morinda UK Ltd
106 Arlington Road, London NW1 7HP UK

or fax it to:

Attn: Compliance Dept.
0207 482 1714

or email it to:

ukcompliance@morinda.com

Note: *This form must be used to transfer ownership from the main applicant to the coapplicant unless:
1) the coapplicant is the spouse or cohabitant of the main applicant (see "Simultaneous Interests" policy) or
2) the coapplicant has been on the IPC account for at least six months.

Note: *This form must be used to transfer ownership of an IPC account from an individual to any entity, or to transfer ownership of an IPC account from any entity to an individual, even if the individual also owns the entity.

Note: *Please allow 30 days for the processing of completed Sale of IPC Account paperwork.

**Witness – Persons signings as witnesses must be present to observe the relevant parties signing the document. The witness must be over 18 years of age and include their full name and residential address on the document that they witness. The document must be dated on the day it was signed. The witness may not have any connection or interest in the document that is being signed. For questions regarding required signatures please call your local Morinda office. Submit this form by mail or fax to your local Morinda office by the 15th of the month.

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PLACEMENT/PERSONAL SPONSOR CHANGE FORM

1) This form is being used to request ☐ a placement ☐ personal sponsor change ☐ both placement and personal sponsor change
2) See the Policy Manual for the policies governing these changes.

IPC to be Moved *(please print)*

IPC name _____ ID# _____

Telephone Number _____

Personal Sponsor of IPC *(please print)*

Personal Sponsor name _____ ID# _____

Telephone Number _____

New Placement/Personal Sponsor Information *(please print)*

Moving IPC is to be placed beneath _____ ID# _____

Moving IPC is to be personally sponsored by _____ ID# _____

Placement Change *(120 day, unassisted organisation after 120, roll-up)*

☐ Within 120 days of application ☐ Unassisted organisation after 120 days ☐ Roll-up

Signature of personal sponsor (*required)* _____

Notarised Placement Change *(Signatures must be witnessed)*

IPC being moved _____ ID# _____ Witnessed _____

1. Personal sponsor _____ ID# _____ Witnessed _____

2. Upline sponsor _____ ID# _____ Witnessed _____

3. Upline sponsor _____ ID# _____ Witnessed _____

4. Upline sponsor _____ ID# _____ Witnessed _____

5. Upline sponsor _____ ID# _____ Witnessed _____

6. Upline sponsor _____ ID# _____ Witnessed _____

7. Upline sponsor _____ ID# _____ Witnessed _____

8. Upline sponsor _____ ID# _____ Witnessed _____

New Personal Sponsor Information *(please print)*

Moving IPC is to be personally sponsored by _____ ID# _____ Witnessed _____

Personal Sponsor Change *(Signatures must be witnessed)*

IPC being moved _____ **ID#** _____ **Witnessed** _____

1. Personal sponsor _____ ID# _____ Witnessed _____

2. Upline sponsor _____ ID# _____ Witnessed _____

3. Upline sponsor _____ ID# _____ Witnessed _____

4. Upline sponsor _____ ID# _____ Witnessed _____

5. Upline sponsor _____ ID# _____ Witnessed _____

**Witness – Persons signing as witnesses must be present to observe the relevant parties signing the document. The witness must be over 18 years of age and include their full name and residential address on the document that they witness. The document must be dated on the day it was signed. The witness may not have any connection or interest in the document that is being signed. For questions regarding signatures, please call your local Morinda office. Submit this form by mail or fax to your local Morinda office by the 15th of the month.

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RENEWAL OF IPC ACCOUNT FORM (UK)

I, the undersigned IPC:

(please insert the name under which your IPC Account is registered with Morinda UK)

(please insert your National Insurance number, or, if the IPC is a business or trust, the Company and/or tax reference number)

Having as IPC ID number with Morinda UK Ltd:

Mailing address:

City: Country: Post code:

Daytime phone number: Fax number:

Evening phone number: Mobile phone number:

Shipping address:

City: Country: Post code:

Names of spouse or other applicant:

National Insurance number of co-applicant:

hereby request Morinda UK Ltd to accept the renewal of my IPC account for an additional year. I undersand that the IPC account will be subject to the current version of the Morinda UK Ltd policy manual (which may be different from the version governing the IPC account upon my enrollment as an IPC or previous renewal), which I have read and accept. I understand that a renewal requires me to pay the annual fee in accordance with the current version of the Morinda UK Ltd policy manual. or place an order with Morinda

DATA PROCESSING- The IPC and, if applicable, the co-applicant, gives his/her consent for Morinda UK Ltd. ("Morinda UK Ltd") and its subsidiaries and affiliated companies worldwide to process the personal data contained in this form and to transfer these data, as well as information about the activities of the IPC and the co-applicant under the agreement with Morinda UK Ltd, to Morinda in Provo, Utah, United States of America, where the data will be kept in an electronic database, to its subsidiaries and affiliated companies worldwide, and to other IPCs who are in the same sales organisation (through links of personal or placement sponsors, as explained in the policy manual) for the purpose of administering the sales and distribution of Morinda products and providing reports to its IPCs of sales activity in their sales organisation. The IPC, and , if applicable, the co-applicant, understands and agrees that this transfer of these personal data and other information will be made to countries without a level of legal protection of privacy equivalent to that provided by IPC and co-applicant's home country. The IPC, and, if applicable, the co-applicant, have the right to access their personal data and to require Morinda UK Ltd to correct, delete, or block any data that is incorrect. If the IPC receives personal data of other IPCs, he/she understands and agrees that he/she will not use such data except in the administration and development of his/her sales organisation, and that upon termination or non-renewal of the IPC account, IPC and co-applicant must immediately delete all such personal data fro his/her files, except as otherwise required by law. Morinda UK Ltd and Morinda Inc will keep personal data only for as long as is necessary and will keep it confidential and secure. The parties agree that this obligation will survive the termination of the IPC account.

Signature(s) IPC: Signature co-applicant: Date:

(if you sign this form on behalf of a business or trust, please state your position)

For acceptance by Morinda UK:

Signature(s) IPC: Date:

Morinda UK Ltd.
106 Arlington Road, London NW1 7HP, UK

Plese complete and sign two copies.
One original copy will be sent back to the IPC following acceptance and signature by Morinda UK Ltd.

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RESIGNATION REQUEST FORM

Personal Information (required)

Name ID#

Address

City Post code

I wish to terminate my Morinda Independent Product Consultant account effective the date of this request.

I understand that by cancelling my IPC account, I will forfeit all benefits of my IPC account, and that I must comply with Morinda's policies if I wish to enroll with another Morinda IPC account or have a beneficial interest in another Morinda IPC account.

Signed Date

Reason for Resignation (optional, check all that apply)

- ❒ I cannot participate in the business right now, but please contact me in the future if new products or services are launched.
- ❒ I am moving/changing jobs and can no longer manage the business.
- ❒ I am resigning for financial reasons.
- ❒ I don't have enough time.
- ❒ I don't understand the Morinda business/strategy.
- ❒ I have encountered opposition from my family.
- ❒ I have encountered difficulties with my organisation or my upline.
- ❒ I have decided to become involved in a different business.
- ❒ Other:

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REPORT OF A POSSIBLE VIOLATION OF MORINDA'S POLICIES

Submitted by:_____ ID#: _____

Telephone #: _____ Email Address: _____

(Contact information required so that Morinda may contact you for any necessary clarifications in your statement. Please note that because of Morinda's privacy procedures, Morinda may not notify the submitting IPC of any investigation done or disciplinary action taken as a result of this report.)

This form must be submitted by the person who has first-hand knowledge of the possible violation of Morinda's policies.

Name(s) and ID#(s) of IPC(s) who may have violated Morinda's policies:

Name: _____ ID#: _____

Name: _____ ID#: _____

Name: _____ ID#: _____

What is the possible policy violation? What Morinda policy may have been violated?

_____

_____

_____

Details of the possible policy violation. Include all specifics, such as any applicable dates, locations, involved persons or witnesses, etc. Attach additional sheets as necessary to include the detailed information. Attach any emails, statements, photographs, etc. that may apply in the situation.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signed: _____ Date: _____

By signing, you attest that your statement is, to the best of your knowledge, true and correct. You also consent that your name and statement may be used if necessary in the course of the Compliance Department's investigation. If the form is not signed, Morinda will not be able to use your statement to investigate the possible policy violation, which may limit or even stop Morinda's ability to investigate the possible policy violation.

This completed form, and any additional information or evidence, should be submitted to:
Morinda UK Compliance Department
106 Arlington Road,
London NW1 7HP
ukcompliance@morinda.com

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