

## Policies & Procedures

### SECTION ONE: INDEPENDENT SALES REPRESENTATIVE STATUS

#### 1.01 BECOMING A INDEPENDENT SALES REPRESENTATIVE

An applicant becomes a Independent Sales Representative ("Independent Sales Representative") of Beyuna when the applicant's completed Application and Agreement has been received and accepted by Beyuna, by Internet or by mail, at its Home Office. Beyuna reserves the right to decline any Agreement for any reason, at its sole discretion. Independent Sales Representative uses his/her best effort to promote and sell products and services of Beyuna to consumers pursuant to the Agreement contained within these Policies and Procedures and Terms and Conditions. In doing so, Independent Sales Representative will maintain the high standards of honesty, and integrity and business ethics when dealing with Consumers, Beyuna or other Beyuna Independent Sales Representatives.

#### 1.02 GETTING STARTED

The only required purchase in order to become, succeed or advance as an Independent Sales Representative is the "First Business Package". The sponsoring Independent Sales Representative must offer the Applicant the opportunity to purchase the "First Business Package" without any markup or profit to the Sponsor or Sponser's upline.

#### 1.03 INDEPENDENT SALES REPRESENTATIVE OBLIGATIONS & RIGHTS

Independent Sales Representatives are authorized to sell Beyuna products and services and to participate in the Independent Sales Representative Compensation Plan. Independent Sales Representatives may sponsor new Independent Sales Representatives.

#### 1.04 LEGAL AGE

An Applicant must be at least 18 years of age to become an Beyuna Independent Sales Representatives and to conduct business in any country. The minimum age requirements vary from country to country. The Applicant must be of legal age in the state / province / country of their residence.

#### 1.05 DIVORCE

When a couple sharing Independent Sales Representative entity divorces or separates, Beyuna will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future commission checks should be paid, provided and if applicable, the couple has complied with the requirements of Section 5.03.

#### 1.06 CORPORATIONS, PARTNERSHIPS & TRUSTS

Corporations, partnerships, limited liability companies or other forms of business organizations or trusts may become Independent Sales Representatives of Beyuna when the Agreement is accompanied by a RSIN/Fiskaalnummer.

Shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable of Independent Sales Representative entity must agree to hold such title, and Beyuna will hold each personally liable and bound by the Agreement and these Policies and Procedures and Terms and Conditions.

#### 1.07 FICTITIOUS OR ASSUMED NAMES

A person or entity may not apply as Independent Sales Representative using a fictitious or assumed name.

#### 1.08 INDEPENDENT CONTRACTOR STATUS

Independent Sales Representatives are Independent Contractors responsible for determining their own activities without direction or control by Beyuna. They are not franchisees, joint venture, partners, employees or agents of Beyuna and are prohibited from stating or implying, whether orally or in writing, otherwise. Independent Sales Representatives have no authority to bind Beyuna to any obligation. Beyuna is not responsible for payment or co-payment of any employee benefits. Independent Sales Representatives are responsible for liability, health disability and worker's compensation insurance. Independent Sales Representatives set their own hours and determine how to conduct business, subject to Beyuna's Agreement, the Policies & Procedures and Terms & Conditions.

## 1.09 TAXATION

As Independent Contractors, Independent Sales Representatives will not be treated as franchisees, owners, employees or agents of Beyuna for Government tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts or any other federal, state, or local statute, ordinance, rule or regulation.

## 1.10 INDEPENDENT SALES REPRESENTATIVE IDENTIFICATION NUMBER

Independent Sales Representatives are required by law to obtain a Burger Service Nummer (BSN) or RSIN/Fiskaalnummer. Independent Sales Representatives will be identified by this number, or a Company assigned number, for purposes of Beyuna's business. The Independent Sales Representative Identification Number must be placed on all orders and correspondence with Beyuna.

## 1.11 LEGAL COMPLIANCE

Independent Sales Representatives must comply with all government, province and local statutes, regulations and ordinances concerning the operation of their business. Independent Sales Representatives are responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes.

## 1.12 NO EXCLUSIVE TERRITORIES

No franchise is granted and there are no exclusive territories for sales or sponsoring purposes to anyone.

## SECTION TWO: TERM & RENEWAL

### 2.01 TERM

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by Beyuna and end one year from the date thereof (the "Anniversary Date").

### 2.02 RENEWAL

Independent Sales Representatives must renew annually, on the Anniversary Date and Independent Sales Representative has the right to decline to accept any renewal at its sole discretion. Beyuna may require that Independent Sales Representatives execute a new Agreement upon renewal. Independent Sales Representatives not renewing by the renewal date shall be deemed to have voluntarily terminated their Independent Sales Representative relationship with Beyuna, and thereby lose their Independent Sales Representative entity, all sponsorship rights, their position in the Compensation Plan and all rights to commissions and bonuses. Independent Sales Representatives who fail to renew their Independent Sales Representative status may not reapply under a different sponsor.

## SECTION THREE: SPONSORSHIP

### 3.01 SPONSORING

Independent Sales Representatives may sponsor other Independent Sales Representatives into Beyuna's business. Independent Sales Representatives must ensure that each potential new Independent Sales Representative has reviewed and has had access to the current Policies and Procedures, Terms and Conditions and Compensation Plan prior to or when giving the individual an Agreement.

### 3.02 MULTIPLE AGREEMENTS

If an applicant submits multiple applications which list different sponsors, only the first completed Agreement received by Beyuna will be accepted.

### 3.03 TRAINING REQUIREMENT

A Sponsor must maintain an ongoing professional leadership association with Independent Sales Representatives in his or her organization and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

### 3.04 INCOME CLAIMS

Independent Sales Representatives must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Independent Sales Representatives, nor may Independent Sales Representatives use their own incomes as indications of the success assured to others. Commission checks may not be used as marketing materials. Independent Sales Representatives may not guarantee commissions or estimate expenses to prospects.

### 3.05 TRANSFER OF SPONSORSHIP

Beyuna does not permit the transfer of sponsors. Network Marketing is a business of creating relationships. Once a Independent Sales Representative is sponsored, Beyuna believes in maximum protection of that relationship. The only exception is upon prior written approval of Beyuna to correct ethical violations as determined at the sole discretion of Beyuna.

### 3.06 CROSS SPONSORING

Independent Sales Representative may not sponsor, or attempt to sponsor, any non personally sponsored independent sales representatives in any other Network Marketing Company. In addition, no Independent Sales Representative may participate in any action that causes another Independent Sales Representative to be sponsored through someone else into another network marketing company.

## SECTION FOUR: RESIGNATION/TERMINATION

### 4.01 VOLUNTARY RESIGNATION

a) Independent Sales Representative may voluntarily terminate his or her Independent Sales Representative status by failing to renew or by sending thirty (30) days written notice of such resignation or termination to Beyuna. Voluntary resignation is effective upon receipt of such notice by Beyuna.

b) Independent Sales Representative who resigns or terminates their Independent Sales Representative status may reapply as Independent Sales Representative but only under the same sponsor as before or one year after resignation under another sponsor.

### 4.02 SUSPENSION

Independent Sales Representative may be suspended for violating the terms of his or her Agreement, which includes these Policies and Procedures, the Terms and Conditions and the Compensation Plan and other documents produced by Beyuna. When a decision is made to suspend an Independent Sales Representative, Beyuna will inform the Independent Sales Representative in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice will be sent to the Independent Sales Representatives "address on file" pursuant to the notice provisions contained in the Policies and Procedures and Terms and Conditions. Such suspension may or may not lead to termination of the Independent Sales Representative as so determined by Beyuna at its sole discretion. If the Independent Sales Representative wishes to appeal, Beyuna must receive such appeal in writing within fifteen (15) days from the date of the suspension notice. Beyuna will review and consider the suspension and notify the Independent Sales Representative in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of Beyuna will be final and subject to no further review. Beyuna may take certain action during the suspension period, including, but not limited to, the following:

- a) Prohibiting the Independent Sales Representative from holding himself or herself as Independent Sales Representative or using any of Beyuna's proprietary marks and/or materials;
- b) Withholding commissions and bonuses that are due the Independent Sales Representative during the suspension period;
- c) Prohibiting the Independent Sales Representative from purchasing services and products from Beyuna; and/or;
- d) Prohibiting the Independent Sales Representative from sponsoring new Independent Sales Representatives, contacting current Independent Sales Representatives or attending meetings of Independent Sales Representatives.

If Beyuna, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Independent Sales Representative has occurred, the suspended Independent Sales Representative may be terminated.

### 4.03 TERMINATION

Independent Sales Representative may be immediately terminated for violating the terms of his or her Agreement, which includes these Policies and Procedures, Terms and Conditions and the Compensation Plan and other documents produced by Beyuna upon written notice. Beyuna may terminate a violating Independent Sales Representative without placing the Independent Sales Representative on suspension, at Beyuna's sole discretion. When the decision is made to terminate Independent Sales Representative, Beyuna will inform the Independent Sales Representative in writing at the address in the Independent Sales Representative's file that the termination has occurred.

#### 4.04 APPEAL

If Independent Sales Representative wishes to appeal the termination, Beyuna must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If Independent Sales Representative files a timely notice of appeal, Beyuna will review the appeal and notify the Independent Sales Representative of its decision within ten (10) days after receipt of the appeal. The decision of Beyuna will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

#### 4.05 EFFECT OF TERMINATION

Immediately upon termination, the terminated Independent Sales Representative:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationary or advertising referring to or relating to any product, plan or program of Beyuna.
- b) Must cease representing themselves as Independent Sales Representative of Beyuna;
- c) Loses all rights to his or her Independent Sales Representative position in the Compensation Plan and to all future commissions and earnings resulting therefrom;
- d) Must take all action reasonably required by Beyuna relating to protection of Beyuna's confidential information. Beyuna has the right to offset any amounts owed by Independent Sales Representative to Beyuna including, without limitation, any indemnity obligation incurred pursuant to Section 11.01 herein, from commissions or other compensation due to the Independent Sales Representative.

#### 4.06 REAPPLICATION

The acceptance of any reapplication of a terminated Independent Sales Representative or the application of any family member of a terminated Independent Sales Representative shall be at the sole discretion of Beyuna and can be denied.

#### 4.07 STATE LAWS

Where government laws on termination are inconsistent with this policy, the applicable government law shall apply.

## SECTION FIVE: TRANSFERABILITY

#### 5.01 ACQUISITION OF BUSINESS

Any Independent Sales Representative desiring to acquire an interest in another Independent Sales Representative's business must first terminate his or her Independent Sales Representative status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by Beyuna in advance.

#### 5.02 TRANSFERS OF INDEPENDENT SALES REPRESENTATIVES

Except as expressly set forth herein, Independent Sales Representative may not sell, assign or otherwise transfer his or her Independent Sales Representative entity (or rights thereof) to another Independent Sales Representative or to an individual which has an interest in Independent Sales Representative entity. Notwithstanding the foregoing, Independent Sales Representative may transfer his or her Independent Sales Representative entity to his or her sponsor, subject to the conditions of Section 5.03. In such an event, the sponsor's entity and the transferring Independent Sales Representatives entity shall be merged into one entity.

#### 5.03 CONDITIONS TO TRANSFERABILITY

Independent Sales Representatives may not sell, assign, merge or transfer his or her Independent Sales Representative entity (or rights thereto) without the prior written approval of Beyuna and compliance with the following conditions:

- a) Beyuna possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Independent Sales Representative entity. Independent Sales Representative wishing to sell, assign, transfer or merge his or her Independent Sales Representative entity must first provide Beyuna with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer. Beyuna will advise the Independent Sales Representative within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If Beyuna fails to respond within the ten (10) day period or declines such offer, the Independent Sales Representative may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to Beyuna to any person or entity who is not Independent Sales Representative, married to, or a dependent of Independent Sales Representative or who has any interest in Independent Sales Representative;
- b) The selling Independent Sales Representative must provide Beyuna with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment;

- c) An office administration transfer fee of €100.00 must accompany the transfer documents;
- d) The documents must contain a covenant made by the selling Independent Sales Representative for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing Independent Sales Representative for a period of one (1) year from the date of the sale or transfer;
- e) Upon a sale, transfer or assignment being approved in writing by Beyuna, the buying Independent Sales Representative must assume the position and terms of agreement of the selling Independent Sales Representative and must execute a current Agreement and all such other documents as required by Beyuna; and
- f) Beyuna reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. Beyuna reserves the right to disapprove any sale or transfer, where allowed by law.

#### 5.04 CIRCUMVENTION OF POLICIES

If it is determined, at Beyuna's sole discretion, that Independent Sales Representative entity was transferred in an effort to circumvent compliance with the Agreement, the Policies and Procedures, Terms and Conditions or the Compensation Plan, the transfer will be declared null and void. The Independent Sales Representative entity will revert back to the transferring Independent Sales Representative, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary and at Beyuna's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Independent Sales Representative to ensure compliance with the Policies and Procedures and Terms and Conditions.

#### 5.05 SUCCESSION

Notwithstanding any other provision of this Section, upon the death of Independent Sales Representative, the Independent Sales Representativeship will pass to his or her successors in interest as provided by law. However, Beyuna will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate, will, trust or other instrument required by Beyuna. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Beyuna Independent Sales Representative.

#### 5.06 RE-ENTRY

Any Independent Sales Representative who transfers his or her Independent Sales Representativeship must wait for one year after the effective date of such transfer before becoming eligible to reapply to become a Independent Sales Representative.

## SECTION SIX: PROPRIETARY INFORMATION

#### 6.01 CONFIDENTIALITY AGREEMENT

During the term of the Agreement, Beyuna may supply to Independent Sales Representatives confidential information, including, but not limited to genealogical and Downline reports, customer lists, customer information developed by Beyuna or developed for and on behalf of Beyuna by Independent Sales Representatives (including, but not limited to, credit data, customer and Independent Sales Representative profiles and product purchase information), Independent Sales Representative lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Beyuna may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to Beyuna and is transmitted to Independent Sales Representatives in strictest confidence on a "need to know" basis for use solely in Independent Sales Representatives business with Beyuna. Independent Sales Representatives must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use this information for any non-Beyuna activity directly or indirectly while a independent sales representative and thereafter.

Independent Sales Representatives must not use the information to compete with Beyuna or for any purpose other than promoting Beyuna's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, Independent Sales Representatives must discontinue the use of such confidential information and promptly return any confidential information in their possession to Beyuna.

#### 6.02 COPYRIGHT RESTRICTIONS

With respect to product purchases from Beyuna, Independent Sales Representatives must abide by all manufacturers' use restrictions and copyright protections.

## 6.03 VENDOR CONFIDENTIALITY

Beyuna's business relationships with its vendors, manufacturers and suppliers are confidential. Independent Sales Representatives must not contact, directly or indirectly, or speak to, or communicate with any supplier or manufacturer of Beyuna except at Beyuna sponsored events at which the supplier or manufacturer is present at the request of Beyuna.

## SECTION SEVEN: TRADEMARKS, LITERATURE & ADVERTISING

### 7.01 TRADEMARKS

Companies name trademarks, service marks and copyrighted materials are owned by Beyuna. The use of such marks and materials must be in strict compliance with these Policies and Procedures.

### 7.02 ADVERTISING & PROMOTIONAL MATERIALS

Only the promotional and advertising materials produced by Beyuna or approved in advance in writing by Beyuna may be used to advertise or promote an Independent Sales Representative's business or to sell products and services of Beyuna. Beyuna's literature and materials may not be duplicated or reprinted without the prior written permission.

### 7.03 USE OF BEYUNA NAME

Independent Sales Representatives may use the name of Beyuna only in the following format: "Independent Sales Representative for Beyuna".

### 7.04 STATIONERY AND BUSINESS CARDS

Independent Sales Representatives are not permitted to "create" their own stationery, business cards or letterhead graphics, if Beyuna's trade name or trademarks are used. Only the approved Beyuna's graphics version and wording are permitted.

### 7.05 ELECTRONIC ADVERTISING

Independent Sales Representatives may not advertise or promote their Independent Sales Representative business or Beyuna's business, products or marketing plan or use Beyuna's name in any electronic media or transmission, including on the Internet via websites or otherwise, without the prior written approval of Beyuna's legal department.

### 7.06 TELEPHONE LISTING

Independent Sales Representatives are not permitted to use Beyuna's trade name in advertising their telephone and telecopy numbers in the white or yellow page sections of the telephone book. Independent Sales Representatives are not permitted to list their telephone numbers under Beyuna's trade name without first obtaining Beyuna's prior written approval. If approval is granted for an "800" listing, it must be stated in the following manner: "Independent Sales Representative for Beyuna".

### 7.07 TELEPHONE ANSWERING

Independent Sales Representatives may not answer the telephone by saying "Beyuna," or in any other manner that would lead the caller to believe that he or she has reached the offices of Beyuna.

### 7.08 IMPRINTED CHECKS

Independent Sales Representatives are not permitted to use Beyuna trade name or any of its trademarks or service marks on their business or personal checking accounts.

### 7.09 MEDIA INTERVIEWS

Independent Sales Representatives are prohibited from granting radio, television, newspaper tabloid or magazine interviews or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize Beyuna, its products or Beyuna businesses, without the express prior written approval of Beyuna. All media inquires should be in writing and referred to Beyuna's corporate office, legal department.

## 7.10 ENDORSEMENTS

No endorsements by a Beyuna officer or administrator or third party may be asserted, except as expressly communicated in Beyuna literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, Independent Sales Representatives may not represent or imply, directly or indirectly, that Beyuna's programs, products or services have been approved or endorsed by any governmental agency.

## 7.11 RECORDINGS

Independent Sales Representatives may not produce or reproduce for sale or personal use products sold by Beyuna or any Beyuna produced literature, audio or video material, pre-sentations, events or speeches, including conference calls. Video and/or audio taping of Beyuna meetings and conferences is strictly prohibited.

## 7.12 REPACKAGING PROHIBITED

Independent Sales Representatives may not repackage products or materials of Beyuna.

## 7.13 INDEPENDENT COMMUNICATIONS

Independent Sales Representatives, as Independent Contractors, are encouraged to distribute information and direction to their respective Downlines. However Independent Sales Representatives must identify and distinguish between personal communications and the official communications of Beyuna.

# SECTION EIGHT: PAYMENT OF COMMISSIONS

## 8.01 BASIS FOR COMMISSIONS

Commissions and other compensation cannot be paid until a completed Agreement has been received and accepted by Beyuna. Commissions are paid ONLY on the sale of Beyuna services and products according to their commission volume. No commissions are paid on the purchase of Sales materials or for Sponsoring Independent Sales Representatives. In order to receive commissions on products and services sold, Beyuna must have received and accepted an Agreement prior to the end of the commission period in which the sale is made.

## 8.02 COMMISSION PERIOD

A business period refers to the time period opening on the first (1st) day of the commission period and extending up until order entry closes on the last business day of the period (5:00 p.m.). Beyuna offices are open Monday through Friday 9 a.m.-6 p.m., with the exception of certain holidays as posted by Beyuna.

## 8.03 COMMISSION PAYMENTS

Commissions are paid to "qualified" Independent Sales Representatives as defined within the Compensation Plan. Independent Sales Representatives must consult the Compensation Plan for a detailed explanation of the benefits, commission structure and requirements of the Compensation Plan.

## 8.04 OFFSET OF COMMISSIONS

Any commissions or bonuses earned and paid on products returned is the obligation of and must be repaid to Beyuna by Independent Sales Representatives earning such commissions. Beyuna has the right to offset such amounts against future commissions and other compensation paid or owed to such Independent Sales Representatives who received commissions.

# SECTION NINE: PURCHASE & SALE OF PRODUCTS

## 9.01 STOCKPILING PROHIBITED

The success of Beyuna depends on retail sales to the ultimate consumer; therefore all forms of stockpiling are prohibited. Beyuna recognizes that Independent Sales Representatives may wish to purchase certain products for their own use. However, Beyuna strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify for compensation.

## 9.02 RETAIL SALES RULES

Independent Sales Representatives must save a copy of the Retail Sales Slip given to retail customers; receipt shall be fully completed and include the name, address and phone number of each retail customer and, upon request by Beyuna, provide copies of such receipts to Beyuna. If Beyuna determines that retail sales were not actually made, the Independent Sales Representative must repay Beyuna all commissions earned during the calendar period in which the retail sales were to have been made.

## 9.03 OVER 70% RULE

In order to receive commissions and overrides, Independent Sales Representatives must certify on each product order form that they have sold over seventy percent (70%) in commission value of all products and commissionable services previously purchased by the Independent Sales Representative at wholesale from the Beyuna, to Non-Independent Sales Representative consumers. Independent Sales Representatives shall maintain retail sales records available to the Beyuna for inspected on request.

## 9.04 ORDERING METHODS

All orders submitted to Beyuna shall have the Independent Sales Representative Identification Number placed thereon to assist Beyuna in crediting the appropriate Independent Sales Representative.

## 9.05 PAYMENT OPTIONS

Purchases may be paid by debit card, major credit card or wiretransfer. The Independent Sales Representative and retail customers are responsible for paying the costs of any returned payment plus an administrative fee charged by Beyuna, which fee may change at any time based on past payment history of the customer. If an underpayment is made, the order will not be processed until the full amount is received by Beyuna. If an overpayment is made, Beyuna will process the order and issue a credit to Independent Sales Representative's account, which will automatically refund on the next commission check paid to Independent Sales Representative. Orders will not be processed if cancellation of a credit card is made. Orders for products are not effective until accepted by Beyuna. To expedite shipping, Independent Sales Representatives may authorize Beyuna to keep a valid credit card on file as security for payment. Overdue amounts will accrue interest at the annual rate of 18% or at a higher if permitted by law.

## 9.06 SHIPPING AND HANDLING POLICY

Subject to availability all products will be shipped by UPS or other similar service within approximately three (3) business days of receipt of payment. Payment for products shall be made at time of order. At Independent Sales Representative's option, the product may be shipped to a customer's designated "Ship-To address", or to the Independent Sales Representative.

## 9.07 PRODUCT DELIVERY

Upon clearance of payment, the products and materials ordered will be shipped.

## 9.08 BACK ORDER POLICY

Beyuna will expeditiously ship all products currently in stock. Any out-of-stock items (unless discontinued) will be placed on back order and distributed upon Beyuna receiving additional inventory. Independent Sales Representative will be charged and granted commissions on back ordered items once they are shipped unless notified of the discontinuance of such product. Back orders may be cancelled upon Independent Sales Representative's request and will create a credit on the Independent Sales Representative's account.

## 9.09 DAMAGED GOODS

The shipping Company is responsible for any damage that occurs after it takes physical custody of the products. An Independent Sales Representative who receives damaged goods should follow this procedure:

- a) Accept delivery;
- b) Before the driver leaves, document on the delivery receipt the number of boxes which seem to be damaged and have the driver acknowledge the damage in writing;
- c) Save the damaged products or boxes for inspection by the shipping agent;
- d) Make an appointment with the shipping company to have the damaged goods inspected, and call the Beyuna Customer Service Department.

## 9.10 SHIPPING LOSS

In the event Independent Sales Representative or a consumer does not receive a product order from Beyuna in a timely fashion, the individual should contact the Sales Department at Beyuna.



## 9.11 REFUSED SHIPMENTS

Should Independent Sales Representative refuse delivery on any order he or she has placed with Beyuna and such product is subsequently returned to Beyuna; Beyuna shall have the right to place that Independent Sales Representative on suspension pending resolution of the refusal of delivery. Neither Independent Sales Representative nor a consumer shall refuse any shipment from Beyuna unless prior approval of Beyuna has been obtained.

## 9.12 PRICING POLICY

Beyuna will furnish Independent Sales Representatives with a discount from its published retail prices in its then current consumer catalog or order form in accordance with its policies. This discount does not apply to literature, business aids, gifts or special promotional items. Prices for Beyuna's products, services and literature are subject to change without prior notice.

## 9.13 RECEIPTS

Independent Sales Representatives must provide all retail purchasers of Beyuna's products with written receipts.

## 9.14 RETAIL PRICING

Beyuna provides a retail price which will be in the currency of each available country.

The Independent Sales Representative may only create marketing material (online or printed) that offers Beyuna's products at the retail price published in the company's official pricelist or webshop. If the Independent Sales Representatives would like to offer Beyuna's products at a price lower than retail they may do so only when selling individually to their customers, and provided that the price is not lower than the retail price minus their personally received discount. Independent Sales Representatives would not be allowed to advertise the lower price in their marketing materials.

## 9.15 PROMOTIONAL ITEMS

All promotional items which bear Beyuna name or logo must be purchased solely from Beyuna unless prior written permission is obtained from Beyuna.

## 9.16 SALES TAX

Beyuna may collect sales tax on taxable items. Independent Sales Representatives may be responsible to collect and remit sales tax on personal retail sales to the appropriate tax agencies.

## 9.17 PLACE OF SALE

The integrity of Beyuna's marketing plan is built upon person-to-person, one-on-one and in-home presentation methods of sale. Beyuna's products may not be sold to or displayed by any retail outlet, including, but not limited to supermarkets or food stores, flea markets or swap meets, permanent restaurant displays, bars or night clubs, or any such similar establishment, convenience stores or gas stations, internet auction and of any sales facilitation websites (i.e., eBay or Craigslist). The Independent Sales Representatives must not provide product to a third party who then offers the product for resale in any unapproved retail-oriented establishment or internet website. Approved service oriented establishments may include health spa's, beauty salons, sport & exercise locations, physicians and other healthcare professionals practises.

## 9.18 PRODUCT & SERVICES CLAIMS

Independent Sales Representatives may make no claim, representation or warranty concerning any product or service of Beyuna, except those expressly approved in writing by Beyuna or contained in official Beyuna materials.

## 9.19 FAX BLASTS, SPAMMING

Fax blasting and unsolicited e-mailing (SPAMMING) is prohibited.

## SECTION TEN: RETAIL GUARANTEE & REFUND POLICY

### 10.01 RETAIL CUSTOMER GUARANTEE

Independent Sales Representative offers a thirty (30) day, 100% money-back, and satisfaction guarantee to all retail customers. If a retail customer is dissatisfied with any product for any reason, then the retail customer may return that product in its original package and shipping container to the Independent Sales Representative who sold the product within thirty (30) days of purchase, for either replacement or a full refund of the purchase price. All other warranties and guarantees are disclaimed.

## 10.02 WARRANTIES

Except as expressly stated herein, Beyuna makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through Beyuna.

## 10.03 RETURN POLICIES FOR CUSTOMERS (NON-INDEPENDENT SALES REPRESENTATIVES).

To return products you must obtain a return merchandise authorization (RMA) (herroepingsformulier) and return the form within 15 days of the date of purchase. Return the products within 15 days after you send in the RMA (herroepingsformulier). Beyuna will refund the original purchase price of products, related sales taxes and shipping fee. You are responsible for the products until Beyuna receives them. The shipping costs for returned products is the responsibility of the purchaser. Returned products must be in the same condition as you received them. THIS RETURN POLICY IS NOT A WARRANTY.

NOTE: Beyuna will not accept for return any products you purchased from a Reseller. In order to properly process a refund or exchange, Independent Sales Representatives must follow the steps and conditions set forth below:

All returns to Beyuna must be accompanied by:

- a) A signed statement from the retail customer;
- b) A copy of the original retail sales receipt; and
- c) The name, address and telephone number of the retail customer

Independent Sales Representative request for refund may, at Beyuna's option, be treated as a termination of the Independent Sales Representativeship.

## 10.04 BUYER'S RIGHT TO CANCEL

Government law grants a buyer the right to cancel certain sales without penalty prior to midnight of the eleven business day after the transaction. This rule covers retail consumer sales of \$25.00 or more that occur away from the seller's main office. Independent Sales Representatives must orally inform the buyer of the eleven-day right to cancel at the time the buyer purchases the goods and deliver 2 eleven-day cancellation notices to every customer.

## SECTION ELEVEN: GENERAL PROVISIONS

### 11.01 INDEMNITY AGREEMENT

Each and every Independent Sales Representative agrees to indemnify and hold harmless Beyuna, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Independent Sales Representatives (a) activities as Independent Sales Representative; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable government, state or local law or regulation.

### 11.02 PROCESSING CHARGES

Beyuna reserves the right to institute a processing charge for commission checks and/or genealogy requests.

### 11.03 OTHER SERVICES & PRODUCTS

Independent Sales Representatives may not promote or sell another company's products or services at functions organized to feature Beyuna's products. Independent Sales Representatives are not restricted from selling other Beyuna's services and products which are not similar to or competitive with the products and services of Beyuna. However promotion of competitive services, products and/or business programs with anyone, including Independent Sales Representatives, is strictly prohibited.

### 11.04 LIABILITY

To the extent permitted by law, Beyuna shall not be liable for, and each Independent Sales Representative releases Beyuna from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Independent Sales Representative as a result of (a) the breach by Independent Sales Representative of the Agreement and/or the Terms and Conditions and/or the Policies and Procedures; (b) the operation of Independent Sales Representative's business; (c) any incorrect or wrong data or information provided by Independent Sales Representative; or (d) the failure to provide any information or data necessary for Beyuna to operate its business, including, without limitation, the enrollment and acceptance of Independent Sales Representative into the Compensation Plan or the payment of commissions and bonuses.

## 11.05 RECORDKEEPING

Beyuna encourages all Independent Sales Representatives to keep complete and accurate records of all their business dealings.

## 11.06 FORCE MAJEURE

Beyuna shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as but not limited to: fire, flood, earthquake, storm, power outages, labor difficulties, strikes, war, government decrees or orders and/or curtailment of a party's usual source of supply.

## 11.07 VIOLATIONS

It is the obligation of every Independent Sales Representative to abide by and maintain the integrity of the Policies and Procedures and Terms and Conditions. If Independent Sales Representative observes another Independent Sales Representative committing a violation, he or she should discuss the violation directly with the violating Independent Sales Representative. If the Independent Sales Representative wishes to report such violation to Beyuna, he or she must detail violations in writing only and mark the correspondence "Attention: Legal Department".

## 11.08 AMENDMENTS

Beyuna reserves the right to amend the Agreement, Policies and Procedures, Terms and Conditions, its retail prices, product and service availability and the Compensation Plan type at any time without prior notice as it deems appropriate. Amendments will be communicated to Independent Sales Representatives through official Beyuna website and or official Beyuna publications. Amendments are effective and binding upon submission to the Beyuna website. In the event any conflict exists between the original documents or policies and any such amendment, the amendment will control.

The Independent Sales Representative will have the right to remain bound to their original signed version of the Compensation Plan except under the following conditions:

1. By mutual agreement.
2. As necessitated by the laws of jurisdictions worldwide that govern this agreement.
3. To maintain the viability of Beyuna as an organisation.

## 11.09 NON-WAIVER PROVISION

No failure of Beyuna to exercise any power under these Policies and Procedures or to insist upon strict compliance by Independent Sales Representative with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of Beyuna's right to demand exact compliance with these Policies and Procedures. Beyuna's waiver of any particular default by Independent Sales Representative shall not affect or impair Beyuna's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Independent Sales Representative. No delay or omissions by Beyuna to exercise any right arising from a default effect or impair Beyuna's rights as to that or any subsequent or future default. Waiver by Beyuna can be affected only in writing by an authorized officer of Beyuna.

## 11.10 GOVERNING LAW

The Agreement and these Policies and Procedures shall be governed by the laws of the Netherlands.

## 11.11 DISPUTES

In the event a dispute arises between Beyuna and a Independent Sales Representative regarding their respective rights, duties under this agreement, or in the event of a claim of breach of the Independent Sales Representative Agreement, it is agreed that such dispute shall be exclusively resolved by the competent court of Amsterdam, the Netherlands.

## 11.12 ENTIRE AGREEMENT

The Policies and Procedures are incorporated into the Agreement and, along with the Terms and Conditions and Compensation Plan, constitute the entire agreement of the parties regarding their business relationship.

## 11.13 SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures and Terms and Conditions, or any specification, standard or operating procedure which Beyuna has prescribed is held to be invalid or unenforceable, Beyuna shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the Independent Sales Representative shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

## 11.14 LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW, BEYUNA AND ITS INDEPENDENT SALES REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR, AND INDEPENDENT SALES REPRESENTATIVE HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO BEYUNA PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY COMPANY AND BEYUNA, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. BEYUNA SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF UNSOLD BEYUNA SERVICES AND/OR PRODUCTS OF BEYUNA OWNED BY THE INDEPENDENT SALES REPRESENTATIVE AND ANY COMMISSIONS OWED TO THE INDEPENDENT SALES REPRESENTATIVE.

## 11.15 NOTICE

Any communication, notice or demand of any kind whatsoever which either the Independent Sales Representative or Beyuna may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence of delivery is by mail.

Beyuna B.V.  
Paasheuvelweg 26  
1105 BJ Amsterdam  
The Netherlands  
Tel: +31 (0)203033890  
Email: [info@beyuna.com](mailto:info@beyuna.com)  
Website: [beyuna.eu](http://beyuna.eu)