



NPC Corporation
STATEMENT of POLICIES
And
PROCEDURES

Effective July 2022

TABLE OF CONTENTS

SECTION 1 – INTRODUCTION 6

1.1 Welcome..... 6

1.2 Purpose 6

1.3 Policies Incorporated in the Affiliate Agreement 6

1.4 Code of Ethics... 6

1.5 Unethical Activity..... 7

1.6 Amendments/Acceptance... 7

1.7 Delays 8

1.8 Partial Validity..... 8

1.9 Waiver 8

1.10 Titles Not Substantive..... 8

SECTION 2 – BECOMING AN AFFILIATE 8

2.1 Requirements to Become an Affiliate..... 8

2.2 Affiliate Dashboard Portal 9

2.3 New Affiliate Enrollment..... 9

2.4 Business Entity Enrollment 9

2.5 Affiliate Benefits 9

2.6 Renewal..... 10

SECTION 3 – Operating AS A NPC Affiliate 10

3.1 Adherence to the NPC Marketing and Compensation Plan..... 10

3.2 Discrimination 10

3.3 Product and Business Overview Presentations 11

3.4 Submission of Recordings of Public and Business Overview 11

3.5 Advertising and Marketing 11

 3.5.1 General..... 11

 3.5.2 Methods of Advertising..... 12

 3.5.3 Affiliate Websites..... 13

 3.5.4 Public Websites – Social Networking, Forums and Blogs... 13

 3.5.5 Personal Identity Websites 13

 3.5.6 Profile Names, Domain Names, and Email Addresses..... 14

 3.5.7 Trademarks and Copyrights 14

 3.5.8 Media and Media Inquiries 14

 3.5.9 Unsolicited email 14

 3.5.10 Unsolicited Faxes 15

 3.5.11 Bonus Buying Prohibited..... 15

3.6 Business Entities 16

3.7 Changes to a NPC Business..... 16

 3.7.1 General..... 16

 3.7.2 Change of Sponsor 16

 3.7.3 Change of Enroller..... 17

 3.7.4 Lead Distribution 17

 3.7.5 Cancellation and Re-application..... 17

3.8 Unauthorized Claims and Actions..... 17

 3.8.1 Indemnification 17

 3.8.2 Product Claims 18

3.8.3 Income Claims.....	18
3.8.4 Tax Incentives or Write off claims	18
3.8.5 Misrepresentation of NPC Opportunity	18
3.9 Commercial Outlets.....	18
3.9.1 (a) Retail Locations	19
3.9.1 (b) Muscadine Juice Placement.....	19
3.9.2 Trade Shows, Expositions and Other Sales Forums	19
3.10 Conflicts of Interest	20
3.10.1(a) Non-Solicitation.....	20
3.10.1(b) Disclosure Policy... ..	20
3.10.2 Downline Activity Reports.....	20
3.11 Cross-Sponsoring	21
3.12 Errors or Questions.....	22
3.13 Governmental Approval or Endorsement	22
3.14 Identification	22
3.15 Income Taxes.....	22
3.16 Independent Contractor Status	22
3.17 Insurance	22
3.18 Adherence to Laws and Ordinances	23
3.18.1 Local Ordinances.....	23
3.18.2 Compliance with Federal, State and Local Laws	23
3.19 Minors	23
3.20 One NPC Business Per Individual Person/Affiliate	23
3.21 Actions of Household Members or Affiliated Individuals	23
3.22 Requests for Record	24
3.23 Sale, Transfer or Assignment of NPC Business	24
3.24 Separation of a NPC Business	25
3.25 Sponsoring and Enrolling	25
3.26 Stacking	26
3.27 Succession	26
3.28 Transfers of Independent Affiliate	26
3.28.1 Transfer Upon Death of an Affiliate.....	26
3.28.2 Transfer Upon Incapacitation of an Affiliate	26
3.29 Telemarketing Techniques.	27
3.30 Use of the NPC Affiliate Business/Communication System	27
3.31 Confidentiality	28
3.31.1 Privacy Affiliate Information	28
3.31.2 Use of Confidential Information	28
3.31.3 Cookies.....	28
3.32 Release for Use of Photo, Audio, or Video Image, and/or Testimonial Endorsement.....	28
SECTION 4 – RESPONSIBILITIES OF AFFILIATES	29
4.1 Change of Address or Telephone	29
4.2 Continuing Development Obligations	29
4.2.1 Ongoing Training.....	29
4.2.2 Increased Training Responsibilities	30
4.2.3 Ongoing Sales Responsibilities	30
4.2.4 Autoship Orders	30
4.3 Non-disparagement.....	30

4.4 Providing Documentation to Applicants..... 30

4.5 Reporting Policy Violations..... 30

4.6 Harassment Zero-Tolerance Policy..... 31

4.7 Business Conduct..... 31

4.8 Employee Gifts 31

SECTION 5 – SALES REQUIREMENTS 31

5.1 Product Sales..... 31

5.2 No Territory Restrictions 31

5.3 Sales Receipts..... 31

5.4 Seventy Percent Rule..... 32

5.5 No Altering..... 32

SECTION 6 – BONUSES AND COMMISSIONS 32

6.1 Bonus and Commission Qualifications..... 32

6.2 Commission Payouts 32

 6.2.1 Suspension of Commissions 33

6.3 Adjustments to Bonuses and Commissions..... 33

 6.3.1 Adjustments for Returned Products and Canceled Services 33

6.4 Unclaimed Commissions and Credits 33

 6.4.1 Commissions unpaid due to Incomplete or Missing Documents 33

6.5 Commission Processing Fee..... 33

6.6 Reimbursable of uncollected charges or fees..... 33

6.7 Reports 34

SECTION 7 – RETURNS & REFUNDS 34

7.1 Three Day Right to Cancel 34

7.2 Delivery Refusal or Returned Product 35

7.3 Return of Product(s) 35

 7.3.1 Return Process..... 35

 7.3.2 Refund Terms..... 35-36

SECTION 8 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS 37

8.1 Disciplinary Sanctions 37

8.2 Grievances and Complaints 37

8.3 Arbitration 37

8.4 Governing Law, Jurisdiction and Venue 38

SECTION 9 – Ordering 38

9.1 Purchasing NPC Products..... 38

9.2 Confirmation of Order 38

9.3 Preferred Autoship Program 38

Section 10 Payments and Shipping 38

10.1 Insufficient Funds 38

 10.1.1 Payment Default and Payment Responsibilities..... 38

 10.1.2 Credit Card Acceptance..... 39

10.2 Returned Checks..... 39

 10.2.1 Un-Cashed or Dormant Checks... 39

10.3 Restrictions on Third Party Use of Credit Cards..... 40

10.4 Credit Card Chargeback..... 40

10.5 Sales Taxes..... 40

SECTION 11 – INACTIVITY, RECLASSIFICATION, AND CANCELLATION 40

11.1 Effect of Cancellation..... 40

11.2 Cancellation Due to Inactivity 41
11.3 Reclassification Following Cancellation Due to Inactivity..... 41
11.4 Involuntary Cancellation.....4
11.5 Voluntary Cancellation 41
11.6 Non-renewal.....41

SECTION 1 - INTRODUCTION

1.1 Welcome

Welcome to NPC! We are pleased that you have chosen to join our Company. NPC is a company whose Premium Muscadine products are designed to help promote good health and wellness for everyone. NPC is dedicated to providing you with the best products and business opportunity.

1.2 Purpose

The purpose of the Independent Affiliate Policies and Procedures is:

- To set standards of acceptable business behavior
- To define the relationship between you and NPC
- To assist you in building and protecting your business

1.3 Policies Incorporated in the Affiliate Agreement

Throughout these Policies and Procedures, whenever the term "Agreement" is used, it refers collectively to the NPC Affiliate Application and Agreement, the order form, the Policies and Procedures, Marketing and Compensation Plan. These documents are incorporated by reference into the NPC Affiliate Agreement (in their current form and as amended by NPC). It is the responsibility of each Affiliate to read, understand, adhere to, and ensure that he/she is operating under the most current version of the Policies and Procedures.

1.4 Code of Ethics

NPC has established the following Code of Ethics to govern the NPC Independent Affiliates business. You are required to become familiar with and agree to abide by this code as a condition of extending your Independent Affiliate relationship. Violations of the Code of Ethics or the Policies and Procedures and or the Agreement may result in termination of your Affiliate contract and your opportunity to participate in the NPC business. Be sure you understand the principles and policies each of these code commitments.

- I will follow the highest standards of honesty and integrity in the development and operation of my NPC business.
- I will give prompt and efficient service to anyone to whom I have introduced NPC products.
- I will make no claims for, or representations about, any NPC products, other than those claims or representations found in current Company literature, website or on labels.
- I will not make negative or disparaging remarks about anyone who may be in competition with NPC, or with their people, products, or organizations.
- I will not engage in activities that may cause losses to NPC or to any other NPC Independent Affiliate.
- I will not use the NPC trademark, trade name, logo, information, Affiliate lists, literature, meetings, gatherings, or NPC resources to further other business interests.
- I will not make claims that treat, prevent or cure diseases.
- I will perform all duties of a sponsor and a leader as I build my NPC business.

- I will respect the privacy of both my upline and downline Affiliates and customers and comply with section 3.10 (Conflicts of Interest) of these Policies and Procedures.
- I will present the NPC Compensation Plan accurately and honestly, clearly portraying the level of effort required achieving success without exaggerating the financial possibilities.
- I will abide by all rules, regulations, laws, and ordinances that are applicable to the operation of my NPC business as an Affiliate.

1.5 Unethical Activity.

An Affiliate must be ethical and professional at all times when conducting as a NPC Affiliate Business. An Affiliate will not, nor will the Affiliate permit Affiliates in his or her Downline Organization to engage in unethical activity. Examples of unethical activities include, but are not limited to the following:

- Use of another Affiliates credit card without express written permission;
- Unauthorized use of any Company Confidential Information;
- Cross-Company Recruiting (including aiding and abetting another to Cross-company recruit);
- Cross-line Recruiting (including aiding and abetting another to Cross-line Recruit);
- Writing checks without sufficient funds to either the Company or another Affiliate;
- Making unapproved claims about the Product;
- Making income claims about the Affiliate Business;
- Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of Products; or repackaging our marketing material packages
- Personal conduct that discredits the Company and/or its Affiliates;
- Violating the laws and regulations pertaining to the Affiliate Business;
- Failing to meet Sponsor responsibilities;
- Violating the Code of Ethics;
- Violating the Policies and Procedures, and agreement.

1.6 Amendments/Acceptance

NPC reserves the right to amend Agreement, and all Policies, Compensation Plan, Marketing Plan, and product pricing at its sole and absolute discretion. By executing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that NPC elects to make. Amendments shall be effective upon notice to all Affiliates that the Agreement has been modified. Notification of amendments shall be published in official NPC materials. The Company shall provide or make available to all Affiliates a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) inclusion in Company periodicals; (4) inclusion in product orders or bonus checks; or (5) special mailings. The continuation of an Affiliates NPC business or an Affiliates acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.7 Delays

NPC shall not be responsible for any delays and or failures in performing its obligations due to circumstances beyond its reasonable control. This includes, without limitation, acts of God, strikes, labor difficulties, riots, wars, fire, flood, death, curtailment or interruption of a source of supply, computer systems failures, government regulations or orders.

1.8 Partial Validity

If any provision of the Affiliate Agreement, in its current form or as it may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed. The remaining terms and conditions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement. The continuation of an Affiliates NPC business or an Affiliates acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.9 Waiver

NPC never forfeits its right to require compliance with this Agreement or with applicable laws and regulations governing business conduct. Only in rare circumstances will a policy be waived, and the Company will convey such waivers in writing. The waiver will apply only to that specific case.

While NPC attempts to enforce the Agreement uniformly, failure to enforce any provision of this Agreement does not waive NPC's right to enforce any provisions with that same Affiliate or any other Affiliate.

1.10 Titles Not Substantive

The titles and headings to these Policies and Procedures are for reference only and therefore do not constitute and shall not be construed as substantive terms of the Affiliate Agreement.

SECTION 2 – BECOMING AN AFFILIATE

2.1 Requirements to Become an Affiliate

To become an NPC Affiliate, each applicant must:

- Be the age of majority in the nation, province, and region or state in which he/she resides.
- Have a valid Social Security or Federal Tax ID number
- Provide a copy of a valid picture identification on card for the file (i.e. driver's license)
- Submit a properly completed IRS Form W-9 as required by NPC.
- No one is required to purchase NPC products to become an Affiliate.
- Submit a properly completed and signed Affiliate Agreement to NPC Corporate Office or enroll as an Affiliate via your Enroller's internet website.
- NPC reserves the right to reject any Affiliate application and agreement.

2.2 Affiliate Dashboard Business Portal (DBP)

In order to remain an active Affiliate and to familiarize new Affiliates with NPC products, services, sales techniques, sales aids, and other important matters such as periodic announcements. NPC requires that Affiliates pay for an Affiliate Dashboard Business Portal (DBP). The DBP is an online tool that includes a Personalized Replicated Website and Dashboard Portal as well as an online Training Program with essential Sales and Marketing tools to help Affiliates build their NPC business. The DBP purchase price is a monthly fee and will be automatically set up for you upon joining as an Affiliate.

If an Affiliate chooses not to pay for the Dashboard, they will not have access to a replicated website, the Dashboard or qualify to receive commissions. Customer Service will not provide website assistance regarding anything other than to place an order for product.

2.3 New Affiliate Enrollment

NPC provides convenient methods for new Affiliates to enroll. An applicant may mail or fax the Affiliate Agreement to NPC corporate offices or enroll online at the NPC replicated website of his or her Enroller.

The application the Affiliate submits to the Company is declared as true and valid information. The Affiliate is entitled to cancel this Agreement at any time and for any reason with written notice to the Company.

2.4 - Business Entity Enrollment

Business entities including corporations, limited liability companies, sole proprietorships, or trusts, may become an Affiliate NPC. For corporations registering as an NPC Corporation Affiliate, the Federal Employer's Identification Number (FEIN) shall be included on the application.

2.5 Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by NPC, the benefits of the Marketing and Compensation Plan are available to the new Affiliate. These benefits include the right to:

- Purchase NPC products at Affiliate price;
- Sell NPC products;
- Participate in the NPC Marketing and Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Customers or Affiliates into the NPC business and thereby, build a marketing organization and progress through the NPC Marketing and Compensation Plan;
- Receive periodic NPC literature and other NPC communications;

- Participate in NPC-sponsored support, service, training, and motivational and recognition functions (upon payment of appropriate charges, if applicable); and
- Participate in promotional and incentive contests and programs sponsored by NPC for its Affiliates.

2.6 Renewal of Your NPC Affiliate Business

The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of the acceptance of this Agreement unless otherwise canceled by either party providing a 30 day written notice of cancellation.

Notice must be sent to NPC Corporation:

NPC Corporation
PO Box 2011
Advance, NC 27006

Section 3 Operating as a NPC Affiliate

3.1 Adherence to the NPC Marketing and Compensation Plan

Affiliates must adhere to the terms of the NPC Marketing and Compensation Plan as set forth in official NPC literature.

Affiliates shall not offer the NPC opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official NPC literature.

Affiliates shall not require or encourage other current or prospective Customers or Affiliates to participate in NPC in any manner that varies from the program as set forth in official NPC literature.

Affiliates shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official NPC agreements and contracts in order to become a NPC Affiliate.

Affiliates shall not require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the NPC Marketing and Compensation Plan other than those purchases or payments identified as recommended or required in official NPC literature.

3.2 Discrimination

The Independent Affiliate understands the company does not discriminate in its acceptance or rejection of applicants because of race, creed, sex, color, national origin, religion or sexual orientation.

3.3 Product and Business Overview Presentations

All Affiliates must exclusively use authorized NPC Presentations any time NPC Products or the NPC Business Overview is shown. This includes, but is not limited to, Slide Presentations (PowerPoint, Flash, or Otherwise), Printed Flip Books/Binders, and DVDs. It is expressly prohibited for any Affiliate to use presentations of his or her own devising. Any proposed alterations to existing presentations must be submitted to the compliance department for approval prior to usage.

3.4 Submission of Recordings of Public Product and Business Overview Presentations

When Affiliates host and arrange public meetings at which NPC Products or NPC Business Overview Presentation is shown the Company reserves the right to request or to make mandatory a recording of a clearly audible audio recording of the presentation and any discussion that follows that presentation. The Company also reserves the right to request all correspondence discussed and a listing of all speakers who made a presentation; the date, time and location of the presentation; and how many attended the presentation.

3.5 Advertising & Marketing

3.5.1 - General

All Affiliates shall safeguard and promote the good reputation of NPC and its products. The marketing and promotion of NPC, the NPC opportunity, the Marketing and Compensation Plan, and NPC products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

NPC prohibits any Affiliate from enticing a prospect to join a particular sales team by showing copies of commission checks or copies of any commission statement. An Affiliate may not fax, email, mail or display any form of a copy of a commission check/statements to a prospective recruit. This is considered unlawful enticement and highly illegal in the eyes of the Company and the regulators. NPC has a strict policy against making false and exaggerated income claims or misrepresenting its products in any way shape or form.

NPC approved advertising package prohibits any Affiliate from using the name NPC in advertising except where specifically outlined. To promote both the products and services, and the tremendous opportunity NPC offers, Affiliates must only use research information, sales aids and support materials produced by NPC. The rationale behind this requirement is simple. NPC has carefully designed its products, product labels, Marketing and Compensation Plan, and promotional materials to ensure that each aspect of NPC is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state provincial laws. If NPC Affiliates were allowed to develop their own sales aids and promotional materials (which include Internet advertising), notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or

regulations affecting a NPC business is almost certain. These violations, although they may be relatively few in numbers, would jeopardize the NPC opportunity for all Affiliates.

Accordingly, Affiliates must not produce their own literature, advertisements, sales aids and promotional materials, business cards, or Internet web pages. This also includes, but is not limited to merchandise and accessories such as hats, tee-shirts, etc.

NPC may monitor and document an Affiliates promotional activity whether on the Internet, in print or through other means on an ongoing basis.

3.5.2 Methods of Advertising.

Affiliates may advertise using the following means:

- Newspaper: An Affiliate may place a generic business opportunity advertisement in the classified section of a local newspaper, provided the advertisement conforms to all applicable laws and regulations. A sample of approved ads can be found in your Dashboard.
 - Phone Directory: No Affiliate may place a text listing of its name in the white or yellow pages of a telephone directory using NPC name.
 - Electronic Mail Advertisements: All advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming laws for the state or country where the intended recipient resides. The Affiliate is under obligation to research and comply with all laws concerning unsolicited commercial e-mail.
1. Television and Radio: Television and radio advertising requires prior written approval from the Company. Requests should be submitted to the Compliance Department.
 2. Fairs, Swap Meets, Etc.: An Affiliate may sell or promote Products at bazaars, flea markets, fairs, swap meets, or other similar gatherings. An Affiliate may promote and sell Products at trade shows, except those where the Company announces it will have an exclusive presence. Affiliates who register for any of the above events must register as "**NPC, Inc. Independent Affiliate**" and must check with the venue to determine whether or not an Independent Affiliate is already registered. If another Independent Affiliate is already registered, it is a violation of these Policies and Procedures to register. Doing so will hurt the sales and recruiting efforts of both Affiliates and so the company does not allow multiple Affiliates from registering at any given event.
 3. Company-Sponsored Events: At Company-sponsored events, Affiliates may not sell or promote non-Company products or services or use any form of promotion deemed inappropriate by the Company.
 4. Internet Auction Sites: An Affiliate may not sell or facilitate the sale of Product on Internet websites where an auction is the mode of selling or buying (e.g., eBay). An Affiliate may not use a third party to place Product on auction websites. The provisions of this section survive the termination of the Contract.

3.5.3 Affiliate Websites

If an Affiliate desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's replicated website program only. No Affiliate may independently design a website that uses the names, logos, or product descriptions of NPC or otherwise promotes (directly or indirectly) NPC products or the NPC opportunity, nor may an Affiliate use "blind" ads on the Internet that make product or income claims which are ultimately associated with NPC products, the NPC opportunity, or the NPC Marketing and Compensation Plan. The use of any other Internet website or web page (including without limitation auction sites such as eBay) to in any way promote the sale of NPC products, the NPC opportunity, or the Marketing and Compensation Plan is strictly prohibited.

3.5.4 Public Websites - Social Networking, Forums, and Blogs

If an Affiliate has a public webpage or presence on any websites such as MySpace, Facebook, Blogger, WordPress, Twitter, Second Life, etc... they must adhere to the following:

- HTML and picture content in comments must be disabled or user settings changed to the "Approve comments before posting" to ensure that the site does not serve as a post for inappropriate content or spam;
- Only NPC-approved banner ads (available in Dashboard) may be used. The banner ads must be used "as is" with no alterations or additional comments;
- The site must not make any reference to any related NPC products, trademarks, logos, etc. No prices, savings claims, or other elaboration is allowed, and;
- **NPC Corporation is a privately held company. There is to be absolutely no reference to any of the Owners and/or Employees of NPC Corporation. There are to be no comments, post and/or references to the wealth, private interest, or any likenesses of that nature.**
- All sites must be submitted to the Compliance Department for approval of all content.
- All posts, comments and status updates should not make claims to treat, prevent or cure diseases.

NPC will evaluate in good faith and will notify of acceptance or rejection.

NPC may reject the submission if determined (at our sole discretion) that the site is unsuitable.

3.5.5 Personal Identity Website

An Affiliate may have a personal identity website (e.g. www.mightymuscadine.com/yourname) that is 100% generic that may include pictures of family, friends, yachts, cars, homes, vacations, etc. The site may include one of the NPC approved banner ads available in your Dashboard, but the banner ad must be used "as is" with no alterations or additional comments. The site must not make any reference to NPC products, Compensation Plan, logos, trademarks, technology, strategic Affiliates, employees, income claims, etc. All sites must be submitted to the Compliance Department for prior approval of all content.

NPC will evaluate in good faith and will notify of acceptance or rejection. NPC may reject the submission if determined (at our sole discretion) that the site is unsuitable.

3.5.6 Profile Names, Domain Names, and Email Addresses

Affiliates may not use or attempt to register any of NPC trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Affiliates incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any electronic mail address. This also includes profile pages/names, usernames, account information, for other internet identity accounts including, but not limited to: LinkedIn, Twitter, Facebook, MySpace, Squidoo, Friendster, Digg, YouTube, Viddler, Vimeo, etc.

3.5.7 Trademarks and Copyrights

All trade names, trademarks and service marks used by NPC are owned solely by NPC Corporation. NPC will not allow the use of its trade names, trademarks, designs, or symbols by any person, including an NPC Affiliate, without its prior, written permission. Affiliates may not produce; for sale or distribution any recorded Company events and speeches without written permission from NPC, nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. The name of NPC and other names as may be adopted by NPC are proprietary trade names, trademarks and service marks of NPC. As such, these marks are of great value to NPC and are supplied to Affiliates for their use only in an expressly authorized manner. Use of NPC name on any item not produced by the Company is prohibited except as follows:

Affiliates Name
Independent NPC Affiliate

No Affiliate may place telephone directory display ads using NPC name or logo. Affiliates may not answer the telephone by saying "NPC", in any other manner that would lead the caller to believe that he or she has reached corporate offices of NPC.

3.5.8 Media and Media Inquiries

Affiliates must not attempt to respond to media inquiries regarding NPC, its products, or their independent NPC business. All inquiries by any type of media must be immediately referred to NPC Public Relations Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image. Affiliates are strictly prohibited from representing NPC in any public media arena, and from using uncompensated media forms including, but not limited to, news releases, articles, editorials, unpaid advertising, infomercials/advertorials, and television, cable or radio program appearances to promote or publicize NPC or its products, except as approved in writing by NPC. Such requests must be submitted in writing to NPC Communication Department at least 30 (thirty) days in advance of the media activity. This policy is necessary to ensure an accurate, legal and consistent public image for NPC and its Affiliates.

3.5.9 Unsolicited E-mail

NPC does not permit Affiliates to send unsolicited commercial e-mails unless such e-mails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any e-mail sent by an Affiliate that promotes the Affiliate, the NPC opportunity, or NPC products must comply with the following:

- There must be a functioning return e-mail address to the sender.
- There must be a notice in the e-mail that advises the recipient that he/she may reply to the e-mail, via the functioning return e-mail address, to request that future e-mail solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- The e-mail must include the Affiliates physical mailing address.
- The e-mail must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by e-mail or regular mail, must be honored. If an Affiliate receives an opt-out request from a recipient of an e-mail, the Affiliate must forward the opt-out request to the Company.

NPC Corporation may periodically send commercial e-mails on behalf of Affiliates. by entering into the Affiliate Agreement, Affiliate agrees that the Company may send such e-mails and that the Affiliates physical and e-mail addresses will be included in such e-mails as outlined above. Affiliates shall honor opt-out requests generated as a result of such e-mails sent by the Company.

3.5.10 Unsolicited Faxes

Except as provided in this section, Affiliates may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their NPC businesses.

The term “automatic telephone dialing system” means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

The terms "unsolicited faxes" and “unsolicited e-mail” mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting NPC, its products, its Compensation Plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Affiliate has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between an Affiliate and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

3.5.11 Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. “Bonus buying” includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Affiliate Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Independent Affiliate or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Independent Affiliates or Customers (“phantoms”); (d) Purchasing NPC products on behalf of another Business Associate or Customer, or under another Affiliate or Customer I.D. number, to qualify for commissions or

bonuses; (e) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers.

NOTE*The enrolling Affiliate cannot use their personal credit card to bring someone into the business.**

3.6 Business Entities

A corporation or Affiliate Partnership (collectively referred to in this section as a “Business Entity”) may apply to be an NPC Affiliate by completing and submitting a proper Application and Agreement. An NPC business may change its status under the same Sponsor from an individual to an Affiliate Partnership, corporation, or trust, or from one type of entity to another. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement.

3.7 Changes to an NPC Affiliate Business

3.7.1 General

Each Affiliate must immediately notify NPC of all changes to the information contained on his/her Affiliate Application and Agreement. Affiliates may modify their existing Affiliate Agreement (i.e., change Social Security number to Federal I.D. number, or change the form of ownership from an individual proprietorship to a business entity owned by the Affiliate) by submitting a written request and updated IRS Form W-9 or other necessary form, and appropriate supporting documentation.

3.7.2 Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Affiliates, NPC seldom allows changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Affiliate and marketing organization. Accordingly, the transfer of an NPC business from one sponsor to another will not be permitted after the first thirty (30) days of enrollment and limited only to the first level. If a new Affiliate is on 1st level of the enrolling Affiliate, then the enrolling Affiliate can request a move to sponsor them in their downline, but this must be done within the first 30 days from enrollment date. If the Affiliate has already started a downline of 3 or more, they cannot be moved. It is important to organize downline for sponsor placement monthly. Requests for change of sponsorship must be submitted in writing by letter or email associated with enrolling Affiliate to the Customer Service Department at customerservice@mightymuscadine.com and must include the reason for the transfer.

In cases involving fraudulent or unethical sponsoring, an Affiliate may request that he/she be transferred to another downline organization. It is within the Company’s discretion whether the transferring Affiliates downline will be transferred with him or her. All requests for transfer alleging fraudulent enrollment practices and requests for corresponding downline transfers shall be evaluated on a case by case basis and must be submitted to the company within 60 days from the date of enrollment.

NPC reserves the sole and exclusive right to determine the final disposition of a downline organization. AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST NPC THAT RELATE TO OR ARISE FROM NPC DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

3.7.3 Change of Enroller

To protect the integrity of all marketing organizations and safeguard the hard work of all Affiliates NPC does not allow change of enrollers or downlines.

If an Affiliate has been placed in the system in error, the error must be reported to Customer Service within two (2) business days after initial input. If requested within two (2) business days, the error will be corrected and there will be no charge for the change. NPC reserves the right to make these changes for up to one (1) week after input. However, two business days, the request to change may not be granted.

3.7.4 Lead Distribution.

Persons who are outside the Company network often make inquiries to the Company about its Products. If the Company is able to determine that the inquiring Person received the information from a specific Affiliate or that there is a particular Affiliate that the Person is working with, every attempt will be made to refer the Person to that Affiliate. Final judgment with respect to the positioning of leads remains the right of the Company

3.7.5 Cancellation and Re-application

An Affiliate may legitimately change organizations by voluntarily canceling his or her NPC business and remaining inactive (*i.e.*, no purchases of NPC products for resale, no sales of NPC products, no sponsoring, no attendance at any NPC functions, participation in any other form of Affiliate activity, or operation of any other NPC business) for twelve (12) full calendar months. Following the twelve (12) month period of inactivity, the former Affiliate may reapply under a new sponsor.

The Company may consider waiving the twelve month waiting period under exceptional circumstances. Such requests for waiver must be submitted to NPC in writing.

3.8 Unauthorized Claims and Actions

3.8.1 Indemnification

An Affiliate is fully responsible for all of his/her verbal and written statements made regarding NPC products and the Marketing and Compensation Plan which are not expressly contained in official NPC materials. Affiliates agree to indemnify NPC and NPC directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by NPC as a result of the Affiliates unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

3.8.2 Product Claims

No claims regarding NPC products may be made by Affiliates other than those set forth in NPC official promotional literature, Marketing and Compensation Plan (including the NPC Dashboard/Website). No claims should be made to treat, prevent or cure diseases.

3.8.3 Income Claims

When presenting or discussing the NPC Opportunity, or Marketing and Compensation Plan to prospective Affiliates, no matter the setting, NPC Independent Affiliate MUST use the current NPC Income Disclosure Statement, as provided in the Representative's Dashboard. Every prospect must be issued their own copy of the Income Disclosure Statement for review prior to discussing the Opportunity. Discussing specific examples of Independent Affiliates' earnings can be considered enticement by the Federal Trade Commission because, if not done properly, it can create unrealistic expectations or misrepresent someone's chances of being successful. In order to assist Affiliate in presenting the information accurately and honestly, NPC has created Income Disclosure Statement Usage Requirements which can be found in your Dashboard and are an extension of this policy. In addition to the Income Disclosure Statement, hypothetical income examples that are used to explain the operation of the Marketing and Compensation Plan, and which are based solely on mathematical projections, may be made to prospective Affiliates, so long as the person who uses such hypothetical examples makes clear to the prospective Affiliate(s) that such earnings are hypothetical and the person provides the prospect with a copy of the most current income disclosure chart prepared by the Company.

3.8.4 Tax Incentive or Write-Off Claims

Although owning and operating a home-based business can provide the opportunity for Affiliates to take legitimate deductions for their business on their income tax return, there are numerous laws regarding the allowable deductions. NPC Affiliates must not make any tax write-off or potential tax savings claims related NPC Affiliate Partnership, but may encourage a prospect or NPC Affiliate to seek the advice of a professional tax advisor regarding any allowable deductions.

3.8.5 Misrepresentation of the NPC Opportunity

NPC Affiliates are independent contractors and not employees, Affiliates, legal representatives, or franchisees of NPC. Any marketing and recruiting efforts surrounding the Independent Affiliate Opportunity offered by NPC (including, but not limited to flyers, letters, emails, and ad postings) must not in any way assert or imply that the position is a "job," that the Affiliate is an "employee," or that the Affiliate will receive "salary" or "wages." The position of Independent Affiliate shall not be construed as creating a relationship of employee-employer, agency, Affiliate Partnership or joint venture between any participant, sponsor and NPC.

3.9 Commercial Outlets

3.9.1 Retail Locations

NPC strongly encourages the selling of products and services through person-to-person contact.

The service-related establishment's primary source of revenue is from professional services and NPC product sales are secondary. Approved service-oriented establishments may include (but are not limited to) health clubs and spas, beauty shops, and physicians' and chiropractors' offices.

3.9.1 (a) Retail Pricing

Products sold in a retail environment will be subject to a minimum advertised retail price. This will ensure that the Affiliate network is protected against vast price differentiations between customers purchasing from an Affiliate versus a retailer.

It is the policy of NPC to require all Affiliates and retailers to charge a minimum advertised price for its products. Many companies do so to keep their products from being cheapened and to avoid confusion and contention in the market about the quality and value of products. ***Please note: Any Affiliate or retailer who knowingly fails to honor a minimum advertised price set by NPC for its product may be terminated.***

Please note, the minimum advertised pricing requirement is a higher cost than displayed on the NPC website to account for pick-up/shipping fess charged on final invoicing.

3.9.1 (b) Muscadine Juice Placement

It is the policy of NPC that Independent Affiliates may not directly sell NPC Mighty Muscadine Juice into large retail accounts such as Sam's Club, Food Lion, Wal-Mart, Safeway, HEB, Trader Joe's, etc.

These large retailers require a Certificate of Insurance, 30-day net terms, EDI ordering capabilities. This is not the business model that NPC has structured for its Affiliates. If an Affiliate has a qualified lead to turn over the Corporate office, we will follow up at our discretion.

3.9.2 Trade Shows, Expositions and Other Sales Forums

Representatives may display and/or sell NPC products and services at trade shows and professional expositions. Before submitting a deposit to the event promoter, Affiliates must contact the Customer Services Department in writing for conditional approval, as NPC policy is to authorize only one (1) NPC business per event. Final approval will be granted to the first Affiliate who submits an official advertisement of the event, a copy of the contract signed by both the Affiliate and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Customer Service Department. NPC further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, or the NPC's opportunity. Any promotional material intended for distribution at such events must be submitted for review and approved in writing to the Compliance Department prior to the event. No text may be changed following approval without the material being resubmitted for review.

NPC may engage the services of "anonymous shoppers" to attend such events to monitor compliance to the NPC Policies and Procedures.

3.10 Conflicts of Interest

3.10.1 (a) Nonsolicitation

During the term of this Agreement Affiliates may not recruit other NPC Affiliates or Customers for any other network marketing business. For a period of one year following the cancellation of this Agreement for any reason a former Affiliate may not recruit any other NPC Affiliate or Customer for another network market business. Because network marketing is conducted via networks of individuals located throughout the United States, and these individuals regularly communicate via the internet and telephones, placing a geographic limitation on the scope of this non-solicitation provision would render it ineffective. Therefore, Affiliates agree that this non-solicitation provision shall apply to all markets in which NPC conduct business. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either Affiliate must not sell, or attempt to sell, any competing non-NPC products to NPC Customers or Affiliates.

3.10.1 (b) Disclosure Policy

Affiliates may not exploit their positions or relationships with NPC Corporation for personal gain.

Any NPC Affiliate that brings Non - NPC Corporation products, items or ideas in from another company or organization and presents them to NPC Corporation, must also submit a full disclosure about the company’s ownership, financial strength, product development, and relationships with Affiliates of NPC. Although such relationships do not necessarily constitute a conflict of interest, the integrity of NPC Corporation requires disclosure of the possibilities of such potentially distorting influences where they may exist. In general, the safest and most open course of action is to disclose activities and relationships that, if known to others, might be viewed as a conflict of interest, even if you do not believe that any conflict or bias exists.

NPC requires you to select and report to NPC Corporation one of the following: I have read the above NPC policy on full disclosure, and I declare that

- Neither I nor any member of my immediate family have a significant financial arrangement or affiliation with any product or services used or discussed with NPC nor any potential bias against another product or service.
- I (or an immediate family member) have a significant financial interest or affiliation with the following products or services used or discussed with NPC:

Prepare a written statement to NPC Corporation with the above mentioned and the name of product or service and nature of relationship with each (e.g., stock or bond holdings, research grants, employment, ownership or Affiliate Partnership, consultant fees or other remuneration).

3.10.2 Downline Activity (Genealogy) Reports

Downline Activity Reports are available for Affiliate access and viewing at the NPC official web site. Affiliate access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to NPC. Downline Activity Reports

are provided to Affiliates in strictest confidence and are made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective downline organizations in the development of their NPC business. Affiliates should use their Downline Activity Reports to assist, motivate, and train their downlines. The Affiliate and NPC agree that, but for this agreement of confidentiality and nondisclosure, NPC would not provide Downline Activity Reports to the Affiliate. An Affiliate shall not, on his/her own behalf, or on behalf of any other person, Affiliate Partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his/her Downline Activity Report;
- Use the information to compete with NPC or for any purpose other than promoting his/her NPC business;
- Recruit or solicit any Affiliate or Customer of NPC listed on any report, or in any manner attempt to influence or induce any Affiliate or Preferred Customer of NPC, to alter their business relationship with NPC; or
- Use or disclose to any person, Affiliate Partnership, association, corporation, or other entity any information contained in any Downline Activity Report.
- Upon demand by the Company, any current or former Affiliate will return the original and all copies of Downline Activity Reports to the Company.

3.11 Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. “Cross sponsoring” is defined as the enrollment of an individual who or entity that already has a current Customer or Affiliate Agreement on file with NPC, or who has had such an agreement within the preceding twelve months or less (12) calendar months, within a different line of sponsorship. The use of a spouse’s or relative’s name, trade names, DBAs, assumed names, corporations, Affiliate Partnerships, trusts, federal ID numbers, or fictitious ID numbers, any straw-man or other artifice to circumvent this policy is prohibited.

Affiliates shall not demean, discredit or defame other NPC Affiliates in an attempt to entice another Affiliate to become part of the first Affiliates Marketing Organization. If Cross Sponsoring is discovered, it must be brought to the attention of the Compliance Department immediately. NPC may take disciplinary action against the Affiliate that changed organizations and/or those Affiliates who encouraged or participated in the Cross Sponsoring. NPC may also move all or part of the offending Affiliates Downline to his or her original Downline organization if the Company deems it equitable and feasible to do so.

NPC is under no obligation to move the Cross Sponsored Affiliates Downline organization, and the ultimate disposition of the organization remains within the sole discretion of NPC. Affiliates **waive all claims and causes of action against NPC arising from or relating to the disposition of the Cross Sponsored Affiliates Downline organization.**

3.12 Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Affiliate must notify NPC Accounting in writing within 60 (sixty) days of the date of the purported error or incident in question. NPC will not be responsible for any errors, omissions or problems not reported to the Company after 60 (sixty) days of the proposed error.

3.13 Governmental Approval or Endorsement

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

3.14 Identification

All Affiliates are required to provide their Social Security Number, or a Federal Employer Identification Number to NPC on Affiliate Application and Agreement. Upon enrollment, the Company will provide a unique Affiliate Identification Number to the Affiliate by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses. All international Affiliates will be required to provide a government issued Identification number.

3.15 Income Taxes

Each Affiliate is responsible for paying all taxes on any income generated as an Independent Affiliate. Every year, NPC will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as we are required to collect a W-9 for all US Affiliates.

3.16 Independent Contractor Status

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

3.17 Insurance

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

3.18 Adherence to Laws and Ordinances

3.18.1 - Local Ordinances

Many cities and counties have laws regulating certain home-based businesses. Affiliates must obey those laws applicable to running a home-based business.

3.18.2 - Compliance with Federal, State, Local Laws

Affiliates shall be familiar with and comply with all federal, state, and local laws and regulations in the conduct of their businesses.

3.19 Minors

A person who is recognized as a minor in his/her state or country of residence may not be a NPC Affiliate. Affiliates shall not enroll or recruit minors into the NPC program.

3.20 One NPC Business Per Individual Person/Affiliate

Affiliates may operate or have an ownership interest, legal or equitable, as a sole proprietorship, Affiliate, shareholder, trustee, or beneficiary, in only one (1) NPC Business, per Tax ID number. If an individual has a Social Security number and also owns a corporation, limited liability company or Affiliate Partnership and has the appropriate government issued Tax Identification documents to go along with the Business then he/she may operate two (2) separate NPC Dashboards as long as the following formulas apply:

- The multiple Dashboards owned and/or controlled by an individual MUST BE directly enrolled by the primary Business. This will ensure that all Businesses will have a common upline.
- If a husband and wife choose to operate their respective businesses separately for the purposes of attaining their own NPC credentials, they may operate separately under their own SS# or Tax ID number, but one spouse MUST BE recruited directly by the other.

3.21 Actions of Household Members or Affiliated Individuals

If any member of an Affiliates Immediate Household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and NPC may take disciplinary action pursuant to the Statement of Policies against the Affiliate. Similarly, if any individual associated in any way with a corporation, Affiliate Partnership, trust, Limited Liability Company or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and NPC may take disciplinary action against the entity.

3.22 Requests for Records

The Company provides numerous services to its Affiliates without charge. However, Affiliates occasionally make requests that require special time and effort to fulfill. Requests in this category would include copies of invoices, paperwork, in-depth Commission information that must be calculated or extracted, researched, banking instructions, stop-payment requests, etc. These and other special requests are available to the Affiliate for a cost of thirty dollars (\$30

USD) per hour, plus \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records, so long as the Affiliate has an active Dashboard.

Most requests can be found in the reports located and obtained in the Affiliate Dashboard Business Portal (DBP).

3.23 Sale, Transfer or Assignment of NPC Business

Although an NPC Independent Affiliate Business is a privately owned, independently operated business, the sale, transfer or assignment of an NPC Independent Affiliate Business is subject to certain limitations. If an Affiliate wishes to sell his or her business, the following criteria must be met:

- Protection of the existing line of sponsorship must always be maintained so that the NPC business continues to be operated in that line of sponsorship.
- If the buyer is an active NPC Affiliate, he or she must first terminate his or her NPC business and wait a period of twelve (12) months before the transfer assignment, or acquisition of any interest in the new NPC business will be accepted and processed.
- Before the sale, transfer or assignment can be finalized and approved by NPC, any debt obligations the selling Affiliate has with NPC Corporate Office must be fully satisfied.
- The selling Affiliate must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign an NPC business.
- Prior to selling an NPC business, the selling Affiliate must notify NPC Corporate Office of his or her intent to sell the business.
- Upon complete Execution of the purchase and sale agreement, the parties must submit an NPC Sale & Transfer Form to NPC for review.

NPC reserves the right to request additional documentation that may be necessary to analyze the transaction between the buyer and seller. NPC's Corporate Office shall have the sole and absolute discretion to approve or deny a proposed sale, transfer or assignment, and any and all terms and conditions thereof, within thirty (30) days after its receipt of all necessary documents from all parties. If the parties fail to obtain NPC's approval for the transaction, no transfer shall occur.

The purchaser of the existing NPC business will assume the obligations and position of the selling Affiliate. An Affiliate who sells his or her NPC business shall not be eligible to reapply as an NPC Affiliate for a period of at least twelve (12) full calendar months after the date of the sale. Purchaser agrees to become an Affiliate for NPC and to be bound by all terms and conditions as well as this Agreement. All sales volume and any sales Affiliates shall transfer with such position. The selling Affiliate must surrender any materials or credentials issued to the selling Affiliate. Sales and transfers only apply to NPC Businesses, which include the Affiliate Agreement, Affiliate Dashboard Business Portal (DBP), and the Affiliate Center in the NPC Genealogy.

No changes in line of sponsorship can result from the sale or transfer of an NPC business.

3.24 Separation of an NPC Business

NPC Affiliates sometimes operate their businesses as husband-wife Affiliate Partnerships, regular Affiliate Partnerships, corporations or trusts. At such time as a marriage may end in divorce or a corporation, Affiliate Partnership or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Affiliates and the Company, NPC will involuntarily terminate the Affiliate Agreement. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

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

II. The parties may continue to operate the business jointly on a “business-as-usual” basis, whereupon all compensation paid by NPC will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or dissolving business entities be divided between the spouses. NPC will recognize only one downline organization and will issue only one commission check per business per commission cycle. Commissions shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Affiliate Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in their original business, they are thereafter free to enroll under any sponsor of their choosing. In divorce cases, the spouse who does not receive the NP business need not wait six calendar months before re-enrolling as an Affiliate. However, the former spouse shall have no rights to any Affiliates in their former organization. He/she must develop the new business in the same manner as would any other new Affiliate Partnership.

3.25 Sponsoring and Enrolling

All Active Affiliates in good standing have the right to sponsor and enroll others into NPC. Each prospective Affiliate has the ultimate right to choose his or her own Enroller. If two (2) Affiliates claim to be the Enroller of the same new Affiliate, the Company shall regard the first application received by the Company as controlling.

3.26 - Stacking

“Stacking” is strictly prohibited. The term “stacking” includes: (a) the failure to transmit to NPC or the holding of an Affiliate Application and Agreement in excess of three (3) business days after its execution; (b) the placement or manipulation of Agreements for the purpose of maximizing compensation pursuant to NPC Marketing and Compensation Plan; or (c) purchasing and providing financial assistance to new Affiliates for the purpose of maximizing compensation

pursuant to NPC' Marketing and Compensation Plan; (d) Current Affiliates are prohibited from purchasing new Affiliates packages for non-participants; (e) violating the one (1) business per tax ID rule.

3.27 Succession

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

- a) Execute an Affiliate Agreement;
- b) Comply with terms and provisions of the Agreement; and
- c) Continue to meet all of the qualifications to be paid at various Ranks within the Compensation Plan.

Bonus and commission checks of an NPC business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide Company with an "address of record" to which all bonus and commission checks will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer Identification number. NPC will issue all bonus and commission checks and one 1099 to the business entity.

3.28 Transfer of Independent Affiliate Partnership

3.28.1 Upon Death of an Affiliate

To affect a testamentary transfer of a NPC business, the successor must provide the following to the Company: (1) letters testamentary appointing an executor; (2) written instructions from the executor instructing on the proper disposition of the business; and (3) a completed and properly executed Affiliate Agreement from the beneficiary.

3.28.2 Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of a NPC business because of incapacity, the successor must provide the following to the Company: (1) a notarized copy of an appointment as trustee; (2) written instructions from the trustee on the disposition of the business; and (3) a completed and properly executed Affiliate Agreement executed by the trustee.

3.29 Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although NPC does not consider Affiliates to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. Therefore, Affiliates must not engage in telemarketing

in the operation of their NPC businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a NPC product or to recruit them for the NPC opportunity. “Cold calls” made to prospective Customers or Affiliates that promote either NPC products or the NPC opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Customer or Affiliate (a “prospect”) is permissible under the following situations:

- If the Affiliate has an established business relationship with the prospect. An “established business relationship” is a relationship between an Affiliate and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect’s personal inquiry or application regarding a product or service offered by the Affiliate within the three (3) months immediately preceding the date of such a call.
- If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.
- Affiliates shall not use automatic telephone dialing systems relative to the operation of their NPC businesses. The term “automatic telephone dialing system” means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

3.30 Use of the NPC Affiliate Business/Communication System

In the event that NPC provides any channel of group communication accessible by individual Affiliates, it shall be used exclusively as a tool to Communicate with his or her Downline, to promote the sale of NPC and the NPC opportunity. Under no circumstances shall an Affiliate use the NPC communication system, be it electronic mail, voice mail, or Company sponsored Blogs to promote the sale of any non-NPC products or services or any non-NPC program or opportunity.

3.31 Confidentiality

3.31.1 Privacy of Affiliate Information

All information provided by an Applicant on an Affiliate Agreement will be used solely for the purposes of evaluating the Affiliate Agreement and for related activities of the Affiliate. An Affiliate authorizes the Company to disclose, in the Company's sole discretion, its contact information to the Affiliates Upline, and to the Affiliates Downline Organization to those Affiliates for whom the Affiliate is the closet Upline. The contact information may be used only for the Affiliate Business. NPC reserves the right to share certain information with Le Bleu Corporation for marketing purposes only.

3.31.2 Use of Confidential Information

The Affiliate may acquire Confidential Information regardless of the source of the Confidential Information, the Affiliate understands and agrees:

1. the Confidential Information is for the exclusive and limited use of the Affiliate to facilitate the training, support and servicing of the Affiliates Downline Organization for furtherance of the Affiliate Business only;
2. he or she will not disclose the Confidential Information to a third party directly or indirectly (including other Affiliates) and that doing so constitutes misuse, misappropriation, and a violation of the Contract;
3. the information is of such character as to render it unique and that disclosure of it will cause irreparable damage to the Company; the Company is therefore entitled to injunctive relief to prevent violation of this policy;
4. he or she will not use the information to compete with the Company directly or indirectly and improper use will result in termination of the Contract);
5. he or she may be required to sign a non-disclosure agreement before receiving Confidential Information from the Company, or prior to engaging in activities that would allow the Affiliate to acquire Confidential Information; and
6. upon expiration, non-renewal or termination of the Contract, he or she will discontinue the use of such Confidential Information and destroy or promptly return to the Company all Confidential Information under the control of or in his or her possession.

3.31.3 Cookies

Cookies are small pieces of information that are stored on computer hard drives. We may use cookies to recognize you when you return to the Site in order to provide you with a better user experience. Our cookies do not contain any personally identifying information, such as your name, or sensitive information, such as your credit card number. We may allow third parties to use cookies on the Site. We do not control the use or contents of third-party cookies. Web browsers often allow you to erase existing cookies from your hard drive, block the use of cookies and/or be notified when cookies are encountered. If you elect to block cookies, please note that you may not be able to take full advantage of the features and functions of the Site.

3.32 Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement.

The Company may take photos, audio or video recordings, or written or verbal statements of an Affiliate at Company events or may request the same directly from an Affiliate. The Affiliate agrees to and hereby grants the Company the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Affiliate may have with any other entity, the Affiliate agrees that any use by the Company as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Affiliate agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Affiliate confirms that the information he or she may give as a testimonial endorsement, or as represented in a

photograph, video or audio is true and accurate to the best of his or her knowledge. The Affiliate waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

SECTION 4 – RESPONSIBILITIES OF AFFILIATES

4.1 Change of Address or Telephone

To ensure timely delivery of products, support materials, and commission checks, it is critically important that NPC files are current. Street addresses and Suite and/or apartment numbers are required for shipping since UPS cannot deliver to a post office box. Affiliates planning to move should go into their (DBP) web/ Dashboard Business Portal and enter their new address and telephone numbers. If change of address is sent to NPC Corporate Office, to guarantee proper delivery, two weeks advance notice must be provided on all changes made directly by the Corporate Office.

If a change is made for new address or any correction made by UPS in order to get a package delivered correctly any related charges will be passed on to the customer or Affiliate.

4.2 Continuing Development Obligations

4.2.1 Ongoing Training

Any Affiliate who sponsors another Affiliate into NPC must perform a bona fide assistance and training function to ensure that his/her downline is properly operating his/her NPC business. Affiliates must have ongoing contact and communication with the Affiliates in their downline organizations. Examples of such contact and communication may include, but are not limited to: written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downlines to NPC Corporate sponsored meetings, training sessions, and other functions. Upline Affiliates are also responsible to motivate and train new Affiliates in NPC product knowledge, effective sales techniques, the NPC Marketing and Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downlines must not, however, violate policies regarding the development of Affiliate-produced sales aids and promotional materials.

Affiliates must monitor the Affiliates in their downline organizations to ensure that downlines do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, every Affiliate should be able to provide documented evidence to NPC of his/her ongoing fulfillment of the responsibilities of a Sponsor. (We can provide a check list to be used in the Dashboard for the Affiliates to print off and go through with the newbies)

4.2.2 Increased Training Responsibilities

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

4.2.3 Ongoing Sales Responsibilities

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

4.2.4 Subscription Orders

It is the responsibility of the customer/Affiliates to cancel a prearranged subscription order before the next scheduled process date (you have 30 days to cancel or change your subscription). Customers may call into customer service, fax or email a cancellation request before the date of process. Affiliates have the option to go into their Dashboard and make cancellations and changes as needed.

If an order has already processed before a cancellation is made a 3.5% credit card fee will be assessed. If an order has already shipped a 15% restock fee, 3.5% credit card fee and all applicable shipping charges will be assessed.

4.3 Non-disparagement

NPC wants to provide its independent Affiliates with the best products, Compensation Plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Communications Department. Remember, to best serve you, we must hear from you! While NPC welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products, or Compensation Plan serve no purpose other than to sour the enthusiasm of other NPC Affiliates. For this reason, and to set the proper example for their downline, Affiliates must not disparage, demean, or make negative remarks about NPC other NPC Affiliates, products, the Marketing and Compensation Plan, or NPC directors, officers, or employees.

4.4 Providing Documentation to Applicants

Affiliates must physically provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are enrolling and sponsoring to become Affiliates before the applicant signs an Affiliate Agreement or direct the applicant to the Policies and Procedures and Compensation Plan on NPC website. Additional copies of Policies and Procedures can be downloaded from NPC Dashboard Business Portal (DBP).

4.5 Reporting Policy Violations

Affiliates observing a Policy violation by another Affiliate should submit a written report of the violation directly to the attention of the NPC Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

4.6 Harassment Zero-Tolerance Policy

NPC has a zero-tolerance policy regarding harassment of another person by an NPC Independent Affiliates. NPC expects its Independent Affiliates to treat each other, as well as potential Affiliates and Customers with dignity and respect. Violations of this policy include, but are not limited to:

- Intimidating, harassing, or other aggressive behavior;
- Causing repeated conflicts with Affiliates or Customers;
- Direct or veiled threats of harm.

Violations of this policy will result in termination. If you are a victim of such behavior, it is important to respond appropriately. Please do not overreact and escalate the situation. Remain calm and notify NPC Corporation Compliance Department immediately with detailed information about the incident.

4.7 Business Conduct

Each Affiliate will perform all of his/her business activities in a professional and ethical manner, which will enhance the Affiliates reputation and the positive reputation of the Company. Affiliates will abide by the code of ethics posted in these Policies and Procedures, be courteous and respectful of every person contacted including employees and executives of the corporate offices of NPC, and will conduct their business in a way as to respect the products and professionalism of NPC and its other Affiliates. Any Affiliate found in violation of any provision could face disciplinary action.

4.8 Employee Gifts

NPC employees may accept small tokens of appreciation in the form of a gift from an Independent Affiliate or a group of Affiliates. Such gift shall not exceed a value of \$50.00 (fifty dollars) and shall not be cash. All gifts regardless of size and scope must be disclosed to NPC Compliance Department prior to presentation or acceptance.

SECTION 5 – SALES REQUIREMENTS

5.1 Product Sales

The NPC Marketing and Compensation Plan is based upon the sale of NPC products to end consumers. Affiliates must satisfy the Personal Sales Volume PV requirements to fulfill the requirements as specified in the NPC Marketing and Compensation Plan. “Personal Sales Volume” includes purchases made by the Affiliate and purchases made by the Affiliates Customers who place orders from the Affiliates replicated website or who the Affiliate personally signs up as Customers.

5.2 No Territory Restrictions

There are no exclusive territories granted to anyone.

5.3 Sales Receipts

All Affiliates must provide their Retail Customers with two copies of an official NPC sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Affiliates must ensure that the following information is contained on each sales receipt: (1) The date of the transaction; (2) The date (not earlier than the third business day following the date of the transaction) by which the buyer may give notice of cancellation; and (3) Name and address of the selling Affiliate.

Affiliates must maintain all retail sales receipts for a period of two years and furnish them to NPC at the Company’s request. Records documenting the purchases of Affiliates’ Preferred Customers and those Customers who purchase from an Affiliates NPC replicated website will be maintained by the Company. Remember that Customers must receive two copies of the sales receipt. In addition, Affiliates should orally inform the buyer of his/her cancellation rights.

5.4 Seventy Percent Rule

An Affiliate certifies with each new Product order that he or she has sold or consumed at least 70% of all Product purchased in prior orders. Each Affiliate that receives Commissions and orders additional Product agrees to retain documentation that demonstrates compliance with this policy, including evidence of Preferred Customer, for a period of at least two (2) years. An Affiliate agrees to make this documentation available to the Company at the Company's request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in order to advance in the Compensation Plan constitute a breach of the Contract and is grounds for termination. Furthermore, a breach of this requirement entitles the Company to recover any Commissions paid to the Affiliate for any period of time during which such documentation is not maintained or for which this provision has been breached.

5.5 No Altering

Affiliates shall not re-label, alter or repackage any Products or marketing packages. Doing so is in direct violation of these Policies and Procedures and may cause the company to seek Affiliate termination or legal action against the Affiliate.

SECTION 6 - BONUSES AND COMMISSIONS

6.1 - Bonus and Commission Qualifications

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, The Company shall pay commissions and bonuses to such Affiliates in accordance with the NPC Compensation Plan to active compliant NPC Affiliates.

6.2 Commission Payouts

Commissions that are earned from First Order bonuses are normally paid out weekly with a six day hold. For example; any commissions generated between Sunday and Saturday at midnight EST will be paid six days later on the following Friday.

All other commissions will normally be paid around the 15th of each month for the previous month's earnings. For example, if you are due commissions for the month of October they will be paid out around the 15th of November. You may request payouts to be made by 'check, direct deposit from sky wallet.

- (A) US Commissions must reach a minimum of \$25 before the Company is obligated to release them to an Affiliate. If an Affiliate is canceled (involuntarily or voluntarily) and never reaches the commission minimum payout, upon cancellation, the company retains the balance.

NPC makes every effort to remain on schedule when releasing commission payouts to Affiliates, however, the Company is not responsible for any delays due to circumstances beyond our control such as acts of God, strikes, labor difficulties, riots, wars, fire, flood, death, curtailment or interruption of a source of supply, computer systems failures, government regulations.

6.2.1 Suspension of Commissions

The Company reserves the right to suspend or to place on hold any commissions pending an investigation of policy or agreement violations such as the Company not receiving a completed, signed W-9.

6.3 - Adjustment to Bonuses and Commissions

6.3.1 - Adjustments for Returned Products or Cancelled Services

Affiliates receive bonuses and commissions based on the actual sales of products and services to consumers. When a product is returned to NPC Corporate Office or an NPC service is cancelled (Website/Dashboard), and the customer or Affiliate returning the product or canceling the service is entitled to a refund under these Policies and Procedures or by law, the bonuses and commissions attributable to the returned product or cancelled service will be deducted in the month in which the refund is given, and continuing every pay period thereafter until all commissions and bonuses are recovered from the Affiliate who received bonuses and commissions on the sales of the refunded product or cancelled service. NPC further reserves the right to issue product purchase refunds at any time, at its sole discretion.

6.4 Unclaimed Commissions and Credits

Affiliates must deposit or cash commission and bonus checks within **six (6) months** from their date of issuance or as mandated by each state. A check that remains uncashed after six months will be voided. There shall be a \$35.00 charge for reissuing a check. These charges shall be deducted from the balance owed to the Affiliate.

6.4.1 Commissions unpaid due to Incomplete or Missing Documents

It is the Affiliates responsibility to submit a properly completed IRS form W-9 or other appropriate IRS form W-8BEN as required by NPC. Payment Authorization Form with proper documents are required in order to release commissions. The Company cannot release any commissions if an Affiliate does not submit these documents to release payment, commissions can be forfeited.

6.5 Commission Processing Fee

A \$2.00 processing fee will be deducted from each commission payment issued to an Affiliate.

6.6 Reimbursable or uncollected charges or fees.

If for any reason your order is not properly charged due to a problem related to obtaining tax information electronically from our sales tax provider (such as from an Internet outage, computer problem, or other reason beyond NPC's control), from an outdated sales tax license, improper calculation of freight charges due to changes in shipping carrier freight charges, fuel or other surcharges, or any other reason, your credit card on file will be charged the amount due. If your card is unable to be charged, future commissions due may be withheld in order to recover any amounts not paid.

6.7 Reports

All information provided by NPC in online Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit cards payments; returned products, credit card and electronic check charge-backs, the information is not guaranteed by NPC Corporate or any persons creating or transmitting the information.

ALL SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NPC AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF NPC OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, NPC CORPORATION OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

SECTION 7 – RETURNS

NPC will honor refund policies provided by any state or federal law applicable to Affiliate.

7.1 Three Day Right to Cancel

A Customer who makes a purchase of \$25.00 or more from an Affiliate, has three business days after the sale or execution of a contract to cancel the order and receive a full refund on product less 3.5% credit card fee and applicable shipping charges. When an Affiliate makes a sale or takes an order from a Customer who cancels or requests a refund within the three-business day period, the Affiliate must promptly refund the Customer's money as long as the products are returned to the Affiliate in substantially as good condition as when received. Additionally, Affiliates must verbally inform Customers of their right to rescind a purchase or an order within three business days and ensure that the date of the order or purchase is entered on the order form.

7.2 Delivery Refusal or Returned Product

If you are an Affiliate and you order Products (subscription orders included) and then refuse delivery, your order will be charged the 20% restocking fee, 3.5% credit card fee and other procedures for returns herein, and we will charge you for the return shipping costs and any applicable refusal fees.

7.3 Returning of Product(s)

Affiliates and Customers should inspect the product order(s) IMMEDIATELY UPON arrival. Do not dispose of any packaging materials until all products ordered have been inspected and are satisfied with the product(s) received. Products properly returned under this policy and within 30 days from order date are eligible for refund(s) and only directly to the original purchaser. If the returned item(s) qualifies for a return and after the item(s) have been received and verified to be complete and in good condition, NPC will issue a refund upon receipt of the product(s), less a restocking fee of 20% of the product(s) total price, 3.5% credit card fee and less all

applicable shipping costs. Additional fees may apply if the product(s) are not returned in original packaging. Return shipping costs will be at the purchaser's expense. The purchaser is responsible for return postage costs or item(s) lost or damaged in transit to NPC or in any other circumstances beyond the Company's control, except where specified in these terms and conditions or at the discretion of NPC. No returns accepted and no refunds offered beyond 30 days from order date.

7.3.1 Return Process

To return an item, please call 336-940-6620 Monday - Friday from 9:00 a.m. to 5:00 p.m. Eastern Standard Time to acquire RMA# and for further instructions.

NPC recommends that you:

1. Use a carrier that offers shipment tracking for all returns
2. Insurance on the package for safe return to the Company or declare the full value of the shipment so that you are completely protected if the shipment is lost or damaged in transit. If you choose not to do either option, you will be responsible for any loss or damage to the product during shipping.

7.3.2 Refund Terms

If an Affiliate is not satisfied with Product from an initial order, he or she may return the entire Initial order in an unopened condition if they have decided to cancel their Affiliate Partnership within thirty (30) days of purchase for a refund. Refunds are ONLY issued when an Affiliate has decided to terminate their Affiliate Partnership. There will be a 3.5% credit card fee charged on the total order. This refund will be less shipping charges and 20% restocking fee.

Returned Product must be sent by the same form of delivery the product arrived to you. The sender is responsible for obtaining a tracking number from UPS or Postal Service for returned package to be traced during the return process. All returns MUST be received within seven (7) days of contacting the NPC. Upon receipt, the return will be noted, and a refund will be issued to the Affiliate within thirty (30) days.

US Affiliates:

When returning by US Postal Service please mail to:

NPC Corporation
PO Box 2011
Advance NC 27006

When returning by UPS Ground please ship to:

NPC Corporation
3134 Cornatzer Road
Advance NC 27006

Returns are subject to the following conditions:

- The request for a replacement for damaged or missing products must be made within two (2) business days of receipt;
- The product being returned in a marketable condition (unopened and unaltered) as determined by the Company.
- Refunds on initial orders will only be issued when the Affiliate submits in writing that they wish to cancel their Affiliate Partnership.

Exceptions to the refund policies may be extended by the Company in instances in which Affiliate misconduct, misrepresentation, or other extenuating circumstances may require. Previously paid Commissions and Ranks will be reversed and/or adjusted as a result of the exceptions and at the sole discretion of the Company.

Any Commissions paid to the Affiliate and his or her Upline for the Product returned by the Affiliate will be debited from the respective Upline Affiliates account or withheld from present or future Commission payments. An Affiliate agrees that he or she will not rely on existing downline Volume at the close of a commission's period, as returns may cause changes to his or her Rank and/or commissions payout.

Inspecting orders obtained during live meeting and events should be reviewed before leaving the event or meeting. Exchanges or shortages will not be issued after the meeting has closed.

CUSTOMER RETURNS:

If a customer is not satisfied with a product from an initial order purchased directly from NPC Corporation, he or she may return item ordered in an unopened condition within thirty (30) days of purchase. NPC is not responsible for any shipping incurred to return items. Any refund that is issued will be assessed a 3.5% credit card fee, a 20% restocking fee and all applicable shipping charges.

Refused packages will be subject to a **20% restocking fee, 3.5% credit card fee and all applicable shipping charges.**

When returning by US Postal Service please mail to:

NPC Corporation
PO Box 2011
Advance NC 27006

When returning by UPS Ground please ship to:

NPC Corporation
3134 Cornatzer Road
Advance NC 27006

SECTION 8 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 Disciplinary Sanctions

An Affiliates violation of the Agreement, these Policies and Procedures, or violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole discretion of the Company may damage its reputation or goodwill, may result, at NPC’s discretion, in one or more of the following measures being imposed on the Affiliate:

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- NPC may withhold from an Affiliate all or part of the Affiliates bonuses and commissions during the period that NPC is investigating any conduct pertaining to the Agreement. If an Affiliates business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual’s Affiliate Agreement for one or more pay periods;
- Involuntary termination of the offender’s Affiliate Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which NPC deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliates policy violation or contractual breach;
- In situations deemed appropriate by NPC Corporation the Company may institute legal proceedings for monetary and/or equitable relief.

8.2 Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective NPC businesses, the complaining Affiliate should first report the problem to his/her Sponsor who should review the matter and try to resolve it with the other party's upline Sponsor. If the matter cannot be resolved, it must be reported in writing to the Compliance Department at the Company in which all facts will be reviewed and then resolved.

8.3 Arbitration

If any dispute arises between the parties with respect to the interpretation or enforcement of this Agreement, Affiliates agree to attempt to resolve such dispute or disagreement by negotiating in good faith and if they are unable to resolve the dispute within thirty (30) days from commencing negotiations, they shall submit it to binding arbitration under the rules and regulations of American Arbitration Association. The arbitration will be final, and binding and the arbitrator’s order will be enforceable in any court of competent jurisdiction; provided, however, that if the arbitrator fails to follow the law, the aggrieved party may seek judicial relief. In the event of litigation or arbitration between the parties arising out of this Agreement, the prevailing party will be entitled to recover court or arbitration costs and reasonable fees of attorneys, accountants and expert witnesses incurred in connection with the action or arbitration. Any dispute resolution proceeding, whether administrative or judicial, shall take place in Advance, North Carolina.

Nothing in these Policies and Procedures shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect the Company's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

8.4 Governing Law, Jurisdiction and Venue

These rules are reasonably related to the laws of the State of North Carolina and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the Affiliate application, which shall in all cases be in Davie County in the State of North Carolina

SECTION 9 - ORDERING

9.1 - Purchasing NPC Products

Each Affiliate should purchase his or her products directly from NPC. If an Affiliate purchases products from another Affiliate or any other source, the purchasing Affiliate will not receive the Personal Sales Volume that is associated with that purchase.

9.2 - Confirmation of Order

An Affiliate and/or recipient of an order must confirm that the product received matches the product they requested and that is listed on the shipping invoice, and is free of damage. Failure to notify NPC of any shipping discrepancy or damage within two (2) business days of receiving the shipment will cancel an Affiliates or recipient of order the right to request a correction.

Section 10 PAYMENTS AND SHIPPING

10.1 Insufficient Funds

10.1.1 Payment Default and Payment Responsibilities

Any payment that is not supported by sufficient funds or that is returned uncollected constitutes a breach of the Company Agreement.

When there are not sufficient funds available, *the Affiliate is responsible for all bank charges plus the Company's handling fee.* NPC will not reimburse overdraft charges as a result of insufficient funds in an Affiliates checking or debit card account. In the case of the electronic funds transfer (EFT) method, the Affiliate understands that when NPC's first attempt to receive an EFT payment is unsuccessful, the bank may make a second attempt within three (3) days. The Affiliates bank may charge an insufficient funds fee for each unsuccessful attempt which is the sole responsibility of the Affiliate. If there are insufficient funds, the Company will put a hold on the Product or cancel the shipment. The Affiliate will be expected to immediately use an alternate means of payment for the Product. If the Affiliate fails to pay for products or services, the Company is authorized to withhold the appropriate amounts from commission and bonus checks, or credit card which has been authorized for the Company to charge located in the DBS.

At the Company's discretion, an Affiliate may lose future commissions and bonuses, and may be placed on inactive status by the Company for an indefinite period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charged, receiving agreements, or other acts outside of the control of the Company.

10.1.2 Credit Card Acceptance Agreement

Affiliates and Customers agree to be responsible for providing the Company with accurate contact and payment information at all times. NPC will not reimburse overdraft charges as a result of insufficient funds in a customer's or Affiliates checking or debit card account. In the case of the electronic funds transfer (EFT) method, the Customer and the Affiliate understands that when NPC's first attempt to receive an EFT payment is unsuccessful, the bank may make a second attempt within three (3) days. The Affiliates bank may charge an insufficient funds fee for each unsuccessful attempt which is the sole responsibility of the Affiliate.

If the Auto ship option is chosen, the Affiliate affirms that the Company may begin immediate deductions from the credit card referenced on the Affiliate Application (or online registration) and will be bound by the terms of this agreement regardless of any decision or actions taken by the Affiliate or the person(s) the Affiliate orders for, and agree to hold the Company harmless from any dispute.

10.2 Returned Checks

All checks returned by an Affiliates bank for insufficient funds, a \$35.00 returned check fee will be charged to the account of the Affiliate. *All future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to NPC by an Affiliate for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.*

10.2.1 Un-cashed or dormant checks

Checks still outstanding at 6 months will be void. A letter/email will be sent to check holder; Letter will inform check is NULL & Void; Letter will instruct check holder to contact NPC to have check reissued; the letter will inform check holder a fee of \$15 will be assessed at the time the check is reissued by NPC and will be automatically deducted from the reissued check amount; Letter will inform check holder that for every month after the six month notification of void check, an administrative fee of \$10 will be assessed to the balance of the outstanding check.

10.3 - Restrictions on Third Party Use of Credit Cards

Credit card purchases or purchases made by personal/business checks may only be made by the individual to whom they have been assigned by the banking institution for the order for the customer or Affiliate of the same. Any Affiliate who uses another individual's credit/debit card to purchase must submit a credit card/checking account authorization form to NPC Corporate Office with the order. NPC considers the unauthorized use of credit cards or debit cards as fraudulent and will report such actions to the proper authorities for settlement. In addition the Affiliate involved may be subject to Suspension of Affiliate status pending resolution of the dispute. An Affiliate shall not permit other Affiliates or customers to use his or her credit card,

or permit debits to his or her checking accounts, to enroll or to make purchases from the Company.

10.4 - Credit Card Chargeback

Under no circumstances will any Affiliate and/or Customer charge back any credit card purchase. Any Affiliate and/or Customer who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds. If an erroneous charge is applied to an Affiliates and/or Customer's credit card, the Affiliate and/or Customer should immediately contact NPC Corporate Office to initiate an investigation and resolution.

10.5 Sales Taxes

By virtue of its business operations, NPC is required to charge sales taxes on all purchases made by Affiliates and Customers, and remit the taxes charged to the respective states. Accordingly, NPC Corporation will collect and remit sales taxes on behalf of Affiliates, based on the suggested retail price of the products, according to applicable tax rates in the state to which the shipment is destined. If an Affiliate has submitted, and NPC has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Affiliate. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by NPC is not retroactive.

SECTION 11 – INACTIVITY, RECLASSIFICATION, AND CANCELLATION

11.1 - Effect of Cancellation

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and the Policies and Procedures, NPC shall pay commissions to such Affiliate in accordance with the Marketing and Compensation Plan.

An Affiliates bonuses and commissions constitute the entire consideration for the Affiliates efforts in generating sales and all activities related to generating sales (including building a Marketing Organization).

Following an Affiliates non-renewal of his or her Affiliate Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Affiliate Agreement (all of these methods are collectively referred to as "cancellation"). An Affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sell NPC products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliates former Marketing Organization.

Upon Cancellation, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former Marketing Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Marketing Organization. Following an Affiliates cancellation of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as an NPC Affiliate and shall not have the right to

sell NPC products. An Affiliate whose Affiliate agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation) as long as the commission minimum was \$25.00 for US Affiliates.

11.2 Cancellation Due to Inactivity

If an Affiliate has not sold a minimum of \$500.00 over a period of six consecutive months (and thus becomes “inactive”), his or her Affiliate Agreement may be canceled for inactivity at the discretion of NPC. If this occurs the Affiliate will then be reclassified as a Customer and entitled to purchase products at Customer Prices.

11.4 - Involuntary Cancellation

An Affiliates violation of any of the terms of the Agreement or Policies and Procedures, including any amendments that may be made by NPC in its sole discretion, may result in involuntary cancellation of his or her Affiliate Agreement. Cancellation shall be effective on the date on which written notice is emailed, mailed, faxed, or delivered to the Affiliates last known address (or fax number), or to his/her attorney, or when the Affiliate receives actual notice of cancellation, whichever occurs first. If an Affiliate is canceled because he/she violated terms of the agreement or Policies and Procedures, he /she forfeits any commissions that have been placed on hold or suspended pending the investigation of such violation.

11.5 Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the Affiliates I.D. number, printed name, address, Affiliates signature or from the email address associated with the Affiliate Partnership requesting to be cancelled. If an Affiliate is on the Auto ship program, the Affiliates Auto ship Agreement shall continue to be enforced and the former Affiliate shall be reclassified as a Preferred Customer, unless the Affiliate also specifically requests that his or her Auto ship Agreement also be cancelled.

11.6 Non-renewal

An Affiliate may also voluntarily cancel his or her Affiliate Partnership and the Company may also elect not to renew an Affiliates Agreement upon its anniversary date.