**KEY INFORMATION**

**CORPORATE MAILING ADDRESS:**
P.O. Box 4000
Orem UT 84059

**CORPORATE HEADQUARTERS**
737 E 1180 S
American Fork UT 84003

**TELEPHONE AND FAX NUMBERS**

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<td>Corporate Office</td>
<td>801-234-1000</td>
</tr>
<tr>
<td>Corporate Fax</td>
<td>801-234-1001</td>
</tr>
<tr>
<td>New Age/Morinda Fax</td>
<td>800-445-3734</td>
</tr>
<tr>
<td>English Order Line</td>
<td>800-445-2969</td>
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<tr>
<td>Retail Order Line</td>
<td>888-869-9254</td>
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<td>Canadian Order Line</td>
<td>800-445-3898</td>
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<td>Spanish Order Line</td>
<td>800-445-8933</td>
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<td>Chinese Order Line</td>
<td>888-545-0304</td>
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<tr>
<td>Spanish Sales Support</td>
<td>888-869-NONI</td>
</tr>
<tr>
<td>English Sales Support</td>
<td>888-389-NONI</td>
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<td>Commissions</td>
<td>888-412-NONI</td>
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<td>801-234-1007</td>
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<tr>
<td>Compliance Fax</td>
<td>801-431-5825</td>
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<tr>
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<td><a href="mailto:compliance@newage.com">compliance@newage.com</a></td>
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<tr>
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<tr>
<td>Data Entry E-mail</td>
<td><a href="mailto:IPC_Agreements@newage.com">IPC_Agreements@newage.com</a></td>
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**CUSTOMER SERVICE HOURS**

Monday through Friday
7 a.m. to 9 p.m. (MT)
Saturday, 10 a.m. to 4 p.m. (MT)

**CORPORATE OFFICE HOURS**

Monday through Friday
8 a.m. to 5 p.m. (MT)
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INTRODUCTION

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

If you have a question regarding any policy in this manual, please write to the New Age/Morinda Global Compliance Department (New Age/Morinda Compliance) at P.O. Box 4000, Orem, UT, 84059, or e-mail Compliance@newage.com. Please include the applicable IPC account ID# in the subject line of the email. New Age/Morinda encourages you to seek independent financial or legal advice regarding the policies and procedures in this manual.

Morinda Holdings, Inc. (Morinda) is a wholly-owned subsidiary of New Age Beverages Corporation (New Age). Morinda also does business under the name “Noni by NewAge.” New Age and Morinda are a Colorado-based and Utah-based healthy lifestyles company focused on inspiring, educating, and hydrating consumers around the globe. Our mission statement is to Educate and Inspire the Planet to Live Healthy. We are the only one-stop-shop of healthy beverages. We differentiate our brands through superior functional performance characteristics and ingredients. We rank as the 40th largest non-alcoholic beverage company in the world, one of largest healthy beverage companies, and the fastest growing according to Beverage Industry Magazine annual rankings and Markets and Markets. Our goal is to become the world’s leading healthy beverage company, with leading brands for consumers, leading growth for retailers and distributors, and leading return on investment for shareholders. Our target market is health conscious consumers, who are becoming more interested and better educated on what is included in their diets, causing them to shift towards alternative beverages choices.

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

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

SECTION 1 – CODE OF CONDUCT

1.1. DSA Code of Ethics

New Age/Morinda has united with other direct selling companies in a nonprofit Direct Selling Association (DSA). As a member of the DSA, New Age/Morinda has agreed to promote and enforce among its IPCs the Code of Ethics of the DSA. This Code of Ethics may be accessed from the New Age/Morinda internet home page (www.Morinda.com) or the DSA home page (www.dsa.org). The full text of the DSA’s Code of Ethics is also available at the end of this manual. IPCs must carefully follow 1) the policies and procedures described in this manual,
2) the DSA Code of Ethics, 3) the IPC Agreement, and 4) the applicable laws where the IPC resides and does business.

1.2. IPC Code of Ethics

IPCs must safeguard and protect the reputation of New Age/Morinda and its products. IPCs must refrain from all conduct which might be harmful to the reputation of New Age/Morinda and its products or might damage the ability of others to participate in the New Age/Morinda opportunity. IPCs must be professional in the approach to their business, and must treat other IPCs, customers, consumers, and New Age/Morinda employees respectfully and courteously. IPCs must avoid all deceptive, misleading, discourteous, unethical, and immoral conduct. IPCs must respect the honest efforts of fellow IPCs and not engage in predatory or unethical recruitment practices. New Age/Morinda respects the business activities of all legitimate companies and discourages any IPC from unfairly representing any competing opportunity. New Age/Morinda believes that the ultimate success of all IPCs depends on its ability to bring important products and opportunities to the market. This will be done in a positive and honorable way.

1.3. Non-Disparagement

New Age/Morinda wants to provide its IPCs with the best possible products, compensation plan, and service. Accordingly, New Age/Morinda values constructive criticism and comments from IPCs. All such comments should be submitted in writing to New Age/Morinda Compliance. While New Age/Morinda welcomes constructive input, negative comments and remarks made in the market by IPCs about the Company, its employees, its products, or compensation plan sour the enthusiasm of other New Age/Morinda IPCs. Therefore, IPCs must not disparage, demean, or make negative remarks about New Age/Morinda, other IPCs, New Age/Morinda products, the Marketing and Compensation plan, or New Age/Morinda management, directors, officers, or employees.

1.4. Circumvention of Policy

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

1.5. Solicitation of Investments

IPCs may not use the New Age or Morinda name, trademarks, compensation plan, products, corporate documents, New Age/Morinda employees, other IPCs, or anything relating thereto to suggest, present, entice, recruit, seek, or communicate in any way that an IPC’s activities or an IPC account 1) is or may be treated as an investment, 2) is or may be managed by another person or entity than the IPC, or 3) is promised or guaranteed any profit or return resulting from the IPC’s participation.

Any conduct that is in violation of any securities or other laws of the United States or any state thereof is expressly prohibited and constitutes a material breach by the IPC of the IPC Agreement and this Policy Manual.
1.6. Recruiting a New Personal or Placement Sponsor
Every IPC has a personal sponsor and a placement sponsor. IPCs may not petition New Age/Morinda to be released from a personal sponsor or a placement sponsor. IPCs may not actively recruit a new personal sponsor. IPCs who desire to change personal sponsors or placement sponsors must comply with the “Six Month Waiting Period” policy and the “Building an IPC Account Organization” section in this manual.

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

1.8. Predatory Recruiting of an Existing IPC
IPCs may not attempt to recruit, directly or indirectly, another existing IPC into their organization. The owner of an IPC account may not be approached to change sponsors until the IPC has complied with the Six Month Waiting Period policy.

An existing IPC may not enroll under another personal sponsor or try to circumvent the policies and procedures by using an alias, a family member or friend's name, a fictitious personal identification number, or any other means.

1.9. Simultaneous Interests
No individual or entity may have a simultaneous beneficial interest, either directly or indirectly, in more than one IPC account. Additionally, IPCs may not enroll themselves as a Customer. IPCs may not encourage or facilitate a simultaneous beneficial interest. A simultaneous beneficial interest includes, without limitation, any ownership interest directly or indirectly in an IPC account as a shareholder, partner, trustee, beneficiary, or principal; any control of or ability to control an IPC account; any direct or indirect receipt of income derived from an IPC account; familial support derived from an IPC account; access to a bank account into which commissions and royalties derived from an IPC account are deposited; and any other similar interests pertaining to an IPC account.

Notwithstanding the above, spouses, including de facto or common-law spouses or cohabitants, may enroll separate IPC accounts, provided that one spouse is (and remains) the personal sponsor of the other spouse. This does not apply in cases where each spouse owned an IPC account prior to being married. As consideration for allowing spouses to hold a financial interest in more than one account, each spouse agrees that the actions of one spouse may be attributed to both spouses and may result in disciplinary action against both spouses.

IPCs who inherit a second IPC account from a deceased IPC are allowed to have a simultaneous interest in both IPC accounts. The transfer of the second IPC account must comply with the rules regarding IPC death (see “Death”). IPCs who marry after becoming IPCs may be allowed to retain both separate IPC accounts.

IPCs who have qualified for an Area Developer Subsidiary Account should contact New Age Compliance for specific Subsidiary Account policies. IPCs must have activated their Subsidiary Account within 12 months of qualifying for the Subsidiary Account.

New Age, in its reasonable discretion, reserves the right to allow IPCs who have built a significant and stable sales organization to own more than one IPC account and not be considered
in violation of the “Simultaneous Interests” policy. IPCs must apply to New Age for permission to own multiple accounts and present their business strategy for the operation of the accounts.

1.10. Fictitious and/or Assumed Names
A person or entity may not apply as an IPC using a fictitious or assumed name or alias or any form of identification (including tax identification numbers) that does not accurately reflect the actual owner of the IPC account. An applicant’s name may not be altered in any way in order to allow an IPC to enroll more than once with New Age/Morinda in violation of the Six Month Waiting Period policy or the Simultaneous Interests policy.

1.11. Conflict of Interest
A person or entity may be a distributor of another direct sales company and apply to become an IPC with New Age/Morinda provided there is no conflict of interest (as described below) with New Age/Morinda at the time of application. The IPC must also ensure that no such conflict occurs throughout the duration of the IPC account and for one year or six months (as the case may be) thereafter. These policies apply to the IPC and to the members of the IPC’s Immediate Household, as defined in the Glossary.

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

1.11.2. Promotion of Competing Products
During the term of the IPC Agreement and for six months thereafter, an IPC may not directly or indirectly do or undertake any of the following:

a. promote, endorse, or sell any non New Age/Morinda® brand products derived from or containing the Morinda citrifolia plant;

b. promote, endorse, or sell any non New Age/Morinda® brand liquid dietary supplement (the term liquid dietary supplement includes any and all dietary supplement products that are intended to be consumed in liquid form); or

c. promote, endorse, or sell any products of any direct sales or network marketing company in which a former New Age/Morinda senior executive, who held a position at Vice President level or above (“Former New Age/Morinda Executive”), is a principal, officer, director, or prominent employee or spokesperson; or

d. solicit, encourage, or induce any IPC, customer, vendor, or employee to promote or sell any of the products listed in section 1.11.2, a, b, and c above.

IPCs understand and agree that a violation of section 1.11.2 will cause immediate and irreparable harm to New Age/Morinda. Therefore, in the event of an actual or threatened breach of this section IPCs acknowledge that, in addition to any other remedy to which New Age/Morinda may be entitled, New Age/Morinda shall also be entitled to an injunction restraining and enjoining IPC from engaging in any conduct proscribed by section 1.11.2.
1.11.3. Selling and Sponsoring in Other Marketing Opportunities

During the term of the IPC Agreement, and for one year thereafter, IPCs may not, directly or indirectly, sell or represent non-New Age/Morinda® products or opportunities to other IPCs except to those the IPC personally sponsors. An initial response to an inquiry about an IPC’s non-New Age/Morinda business activities does not constitute solicitation under this policy.

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

1.12. Confidentiality Agreement

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

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

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

SECTION 2 – RESPONSIBILITIES & DUTIES

2.1. Correct Address and Contact Information

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

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

If an IPC has failed to notify New Age/Morinda of a change in address or change in financial account information and New Age/Morinda is unable to deliver commissions, rebates, bonuses, or products to that IPC as earned or requested, the IPC account may be charged a $25.00 administrative cost associated with New Age/Morinda’s efforts to correct the error. A $25.00 administrative charge will be assessed to reissue expired commission checks. A $9.00 administrative charge will be assessed to reissue lost commission checks.
If commissions checks remain undeliverable for 10 months after the commission or bonus is earned or entitlement to rebate occurs, the outstanding funds remaining (less the $25.00 charge for administrative costs) will be turned over to the respective state’s unclaimed property authorities as required under the laws of that state. So long as the inability to receive money from New Age/Morinda has arisen because of the failure of the IPC to maintain a correct address or financial account information on file with New Age/Morinda, any and all claims to prejudgment interest on any amount not paid are waived by the IPC.

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

New Age/Morinda will comply with requests from tax authorities for information unless it appears in New Age/Morinda’s discretion that the request is improper or unreasonable.

If the tax laws of any country or local jurisdiction require New Age/Morinda to withhold taxes relating to commission or bonus payments, New Age/Morinda will deduct such taxes from IPC commissions or bonuses prior to issuing the commissions or bonuses. In the event of a tax audit, New Age/Morinda reserves the right to offset against future IPC earnings any additional amount of taxes shown under the audit to be payable with respect to the IPC. If the government of any local jurisdiction refuses to allow the local New Age/Morinda entity to deduct IPC commissions or bonuses as a business expense for tax purposes, New Age/Morinda will have the right, in its discretion, to reduce the commission or bonus payments sufficiently to cover all or a portion of the loss of deductibility. New Age/Morinda will have the right to use its reasonable discretion as to any offset of future commissions or bonuses in the event tax officials of any country or local jurisdiction make retroactive tax adjustments related to commissions or bonuses. In all cases relating to tax liability and tax payments, New Age/Morinda will follow the laws of the countries in question and will use its reasonable discretion in handling tax-related matters.

2.3. Training Requirement
Sponsors must maintain an ongoing professional leadership association with IPCs in their organization and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

2.4. Advertising Morinda® Products and Programs
IPCs should always protect the image of New Age/Morinda and its products and take care to not promote, advertise, or display New Age/Morinda products in an unprofessional manner or in an unprofessional environment.
2.4.1. Quick Reference to Advertising Policies

- IPCs must properly use, and obtain written approval from New Age/Morinda Compliance prior to using, New Age or Morinda, Inc. trademarks or logos.
- Proper use of New Age and Morinda, Inc. trademarks includes proper capitalization of the trademark (Morinda, Tahitian Noni), and all trademarks must include the correct ® or ™ symbol, as indicated on www.Morinda.com.
- IPCs must clearly state both of the following statements in their ad: “Morinda®, Tahitian Noni®, TeMana®, HIRO™ (word and figure), ‘NHANCED™, and TrūAge™ are trademarks of Morinda, Inc.” and “New Age/Morinda Independent Product Consultant.”
- IPCs must have a signed Copyright Materials License on file with New Age/Morinda Compliance if their advertisement includes New Age/Morinda copyrighted images. The advertisement must include the following statement: “©New Age and Morinda, Inc. Used with permission. All rights reserved.”
- All promotion of New Age/Morinda products, through any media, must promote the suggested regular price of the products.
- IPCs may not claim that New Age/Morinda products diagnose, treat, cure or prevent diseases or ailments.
- IPCs may use any phrases that are contained in New Age/Morinda’s literature on how New Age/Morinda products promote health.
- If an IPC would like to use another IPC’s previously approved advertising material, the IPC must receive separate approval from New Age/Morinda Compliance for that material.
- IPCs must allow two weeks for the processing of an advertising approval request. IPCs must allow four weeks for the processing of a website advertising approval request.

2.4.2. Policies for All Advertising Materials

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

The IPC advertisement or promotional items must include the statement “New Age/Morinda Independent Product Consultant.” Each IPC advertisement or promotional item must also include the following sentence: “Morinda®, Tahitian Noni®, TeMana®, HIRO™ (word and figure), ‘NHANCED™, and TrūAge™ are trademarks of Morinda, Inc.” IPCs need reference only those trademarked terms that actually appear on the advertisement, as directed by New Age/Morinda Compliance.

Privately published media that uses New Age/Morinda trademarks or that is used in connection with the sale of New Age/Morinda products must also be approved by New Age/Morin-
RESPONSIBILITIES & DUTIES

Morinda Compliance prior to its use. Failure to receive approval for advertising material of any kind may result in disciplinary action against the IPC(s) responsible.

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

IPCs may obtain approval by submitting a copy of the proposed advertisement or statements prior to recording or manufacturing the advertising or promotional items. Proposed advertisements may be mailed to New Age/Morinda Compliance at P.O. Box 4000, Orem, Utah 84059, faxed to 801-431-5825, or e-mailed to compliance@newage.com. Please allow two weeks for approval of submitted materials, and four weeks for the approval of submitted websites. Using advertising or promotional items that have not been approved may result in disciplinary action against the IPC account.

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

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

2.4.4. Advertising in Unopened Countries

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

2.4.5. Recording of Morinda Meetings

Video recording, audio recording or still photography of New Age/Morinda meetings and conferences is allowable at the discretion of the meeting sponsor.

2.4.6. Unsolicited Electronic Contact

New Age/Morinda does not allow IPCs to participate in advertising any products or programs through “spamming” or any unsolicited electronic contact.

2.4.7. Product Claims

New Age/Morinda prohibits IPCs from making therapeutic or medical claims about New Age/Morinda products. Any recommendation of product use other than the usage recommended by New Age/Morinda is prohibited.

The FDA and its international counterparts have developed laws that prohibit mentioning diseases or ailments in the promotion of nutritional supplements. These laws apply even if the claims are true, and include inferences or implications of cure or treatment. They apply to direct statements as well as personal stories/experiences, since these imply a curative use of New Age/Morinda products.

2.4.8. Spokespeople and Advisory Board Members

IPCs may use the materials produced by New Age/Morinda that contain endorsements in the promotion of New Age products, but IPCs may not produce advertising material with the same endorsements. Such endorsements are meant for the benefit of all IPCs.
2.4.9. Income Claims and Representation of the New Age/Morinda Compensation Plan

IPCs must truthfully and fairly describe New Age/Morinda’s compensation plan. No false or misleading income claims may be made to other IPCs or to prospective IPCs as a means of recruiting them. IPCs may not add to or modify New Age/Morinda’s compensation plan, nor may IPCs represent any part of the IPC’s own programs as a part or aspect of New Age/Morinda’s compensation plan. IPCs may not use their own income or the incomes of other IPCs as indications of the success assured to others. Commission checks may not be used to guarantee commissions or estimate expenses.

The power of the New Age/Morinda compensation plan may be accurately shown using the New Age/Morinda-approved materials. IPCs must understand that success comes from the effort, dedication, resources, and time they commit to this enterprise.

2.4.10. Representation of the New Age/Morinda Business Opportunity

IPCs must truthfully and fairly describe the New Age/Morinda business opportunity. IPCs may not add to or modify New Age/Morinda’s business opportunity, nor may IPCs represent any part of the IPC’s own programs as a part or aspect of New Age/Morinda’s business opportunity.

2.4.11. Third-Party Materials and Literature

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

2.4.12. Tradeshows and Exhibitions

New Age/Morinda encourages its IPCs to represent New Age/Morinda products in reputable trade shows and exhibitions. IPCs must receive permission from New Age/Morinda Compliance to do so prior to the event. At New Age/Morinda’s sole discretion, more than one IPC may be approved for an event.

Only New Age/Morinda-approved signage, literature or advertising may be used at such an event. Product samples may be given and products may be sold. The IPC must be identified as a New Age/Morinda Independent Product Consultant.

2.4.13. Media Inquiries

Media inquiries regarding New Age/Morinda or its products must be referred to the Communications Department at New Age/Morinda’s corporate headquarters for response.

2.4.14. Internet Advertising

New Age/Morinda allows IPCs to advertise on the internet on their own personal sites, or other sites as determined by New Age/Morinda, provided the IPCs comply strictly with all policies and procedures outlined in this manual. All internet use of corporate trademarks, logos, or other intellectual property of New Age and Morinda, Inc. must comply with the guidelines outlined in this manual and be approved by New Age/Morinda prior to use.

Websites may not be published on the internet or indexed to internet search engines prior to receiving approval from New Age/Morinda Compliance. In order to approve a website, New Age/Morinda may require a hard copy of the website and all web pages linked to that site. IPCs must allow four weeks for such approvals to be processed.
Any alteration of an approved website or any of its contents without prior written approval from New Age/Morinda may, at New Age/Morinda’s discretion, result in suspension or termination of the IPC Agreement. The use of any material that, in New Age/Morinda’s sole discretion, is deemed to be pornographic, discriminatory, or otherwise offensive is strictly prohibited and may subject the IPC account to immediate termination. Links from a web page containing information concerning New Age/Morinda or its products to a page containing such inappropriate information may also subject the IPC to immediate termination.

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

2.4.14.1. Web Page Setup

The URLs and domain names of IPC websites are subject to approval by New Age/Morinda Compliance. Every web page of an IPC website must be approved by New Age/Morinda Compliance prior to being published on the internet or being indexed to internet search engines. The IPC must head or foot each page with the sentence “Morinda®, Tahitian Noni®, TeMana®, HIRO™ (word and figure), ‘NHANCED™, and TrūAge™ are trademarks of Morinda, Inc.’ (IPCs need reference only those trademarked terms that actually appear on the advertisement). Then the site only needs to reference the first time that a trademarked term is used on each page. The site must also have a header or footer on each page with the words “New Age/Morinda Independent Product Consultant.”

2.4.14.2. Use of New Age and Morinda, Inc. Trademarks and Service Marks in URLs and Domain Names

In order to preserve and protect its trademarks, New Age Beverages Corporation and Morinda, Inc. have prohibited all use of their trademarks and service marks, in any form, in internet website URLs and domain names, as well as in social media usernames or handles. This includes but is not limited to the New Age and Morinda, Inc. trademarks Tahitian Noni®, TNI™, Morinda®, TeMana®, HIRO™ (word and figure), ‘NHANCED™, and TrūAge™ either individually or in combination with other words.

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

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

2.4.14.4. Internet Sales

IPCs are allowed to advertise and sell New Age/Morinda products on their personal websites (see also the “Advertising on Social Media/Networking Sites, Video Sharing Sites and Blogs/Weblogs” policy). IPCs may not advertise or sell New Age/Morinda products on other websites, including but not limited to online malls, online auctions, online stores, or virtual shopping sites. Such sites are considered by New Age/Morinda to be public retail establishments (see “Sale and Display of Products”).
2.4.14.5. Linking a Personal New Age/Morinda Products or Business Website to Other Sources of Information

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

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

IPCs may advertise New Age/Morinda products on social media and networking sites, video sharing sites, and blogs/weblogs under the following conditions:

- IPCs may not use New Age/Morinda trademarks and service marks, in any form, social media usernames or handles.
  
  This includes but is not limited to the New Age and Morinda, Inc. trademarks Tahitian Noni®, TNI™, Morinda®, TeMana®, HiRO™ (word and figure), ‘NHANCED™, and TrūAge™ either individually or in combination with other words.

- The content of the IPC’s page or posting on the site must be relevant to the purpose of promoting or advertising New Age/Morinda products;

- The content of the IPC’s page or posting on the site must be appropriate to the needs and expectations of the targeted audience;

- The content of the IPC’s page or posting on the site must not be offensive, lewd, or malicious.

In addition, the primary purpose of the parent sites must not be offensive, lewd, or malicious.

IPCs are responsible for all content on these sites, including any comments made on the sites by third parties. IPCs are responsible to delete or edit any comments that are not compliant with New Age/Morinda policies.

2.5. MARKETING NEW AGE/MORINDA PRODUCTS AND PROGRAMS

2.5.1. Retail Sales Policy

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

2.5.2. Sale and Display of Products

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

New Age/Morinda products may be sold and displayed in private or restricted-access offices, clubs, etc. Such establishments are those in which the general public is not allowed unless by appointment or through a membership and in which the primary function of the establishment is the provision of services and not products. New Age/Morinda products and promo-
tional materials may be displayed in the interior of such establishments. These materials may not be placed on the outside of these establishments, such as a wall or window that is accessible by the public.

2.5.3. Promotion of Suggested Regular Price
All promotion of New Age/Morinda products, through any media, must promote the suggested regular price of the products. Any promotion for less than the suggested regular price is expressly prohibited.

2.5.4. IPC Contact with Customers and with other IPCs
A written receipt completed by the IPC should be provided to each retail customer upon sale of New Age/Morinda products. For any orders placed directly with the company, New Age/Morinda will include the appropriate receipt with the order.

Contact with potential customers and with other IPCs will be made in a reasonable manner and during reasonable hours. A demonstration or sales presentation must be discontinued upon the request of the potential customer or the IPC.

IPCs may not enroll individuals as Customers without that individual’s prior knowledge and consent.

2.5.5. Government Representations
IPCs may not represent that New Age/Morinda’s compensation plan has been approved by any government agency. IPCs must accurately represent any government approvals relating to New Age/Morinda products. IPCs may not represent that New Age/Morinda has any exclusive arrangement with any government regarding access to or use of any products.

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

2.5.7. Repackaging of New Age/Morinda Products
IPCs may not repackage New Age/Morinda products or materials.

2.5.8. Use of TrūAge Scanner and Other Devices
IPCs acknowledge that the Scanner is a non-medical device and is not intended to diagnose, treat, or prevent any disease. Any IPCs using a TrūAge Scanner must comply with the TrūAge Scanner Agreement.

2.5.9. Selling Products or Materials to Other IPCs
IPCs may not offer New Age/Morinda products or materials for sale to other IPCs, nor may IPCs to purchase New Age/Morinda products from other IPCs.

2.5.10. International Importation Policy
In each country in which New Age/Morinda is doing business, the local New Age/Morinda corporate entity or a New Age/Morinda designee will be the only authorized importer of all New
Age/Morinda products. IPCs may not ship products from one country in which New Age/Morinda is doing business into any other country, regardless of whether or not New Age/Morinda is doing business in that other country. IPCs also may not order products in one country knowing that the products are intended to be shipped into another country.

2.5.11. International IPC Activity in Unopened Markets
New Age/Morinda controls importation rights and product approvals in all countries. Morinda Access is currently the entity authorized by New Age/Morinda to act in this capacity in unopened markets. Unless otherwise specified, products purchased by IPCs through Morinda Access are for personal use only by IPCs.

IPC meetings are prohibited in unopened countries.

2.5.12. Obtaining IPC Organization Information
Most IPC organization information necessary to successfully operate an IPC account can be found at www.Morinda.com. An organization report that contains the name, ID#, and country of an IPC’s organization may be obtained after a signed Organization Report Non-Disclosure Agreement is on file with the company. The organization report will be sent to the contact information on file for the IPC. Organization reports will only be sent to the IPC whose organization is on the report.

2.5.13. Disclosure of Income Information to IPC Organization
Federal and state law regulates the use of income information in promoting a business opportunity or in the process of recruiting IPCs. IPCs who decide to disclose their income information with another IPC may give New Age/Morinda signed permission to disclose income information to a specific IPC.

In such case, the income information of only that IPC will be given only to the specifically named IPC. New Age/Morinda recommends that upline IPCs who wants information about the income of their downline contact their downline directly.

2.5.14. Vendor Confidentiality
New Age/Morinda’s business relationships with its vendors, manufacturers, and suppliers are confidential. Unless otherwise allowed by New Age/Morinda, IPCs may not, directly or indirectly, contact, speak to, or communicate with any vendor, supplier, or manufacturer of New Age/Morinda about New Age/Morinda or other business ventures.

2.5.15. IPC Access to Morinda Offices
All IPCs who visit any New Age/Morinda office must sign in at the front desk and obtain and wear a visitor badge. All IPCs must be accompanied by a New Age/Morinda employee at all times while on the premises.

2.5.16. Reliance on Corporate Officer or Employee Opinions or Representations
Company support staff are not authorized to issue binding opinions regarding the policies in this manual, the significance of the terms of the IPC Agreement, the creation of a contract, or the qualification or sales statistics regarding any IPC account.

Any legally binding interpretation of an IPC Agreement provision or policy expressed in this manual, or the creation or interpretation of any other contract, must be in writing and can come only from the New Age/Morinda Legal Department.
Because New Age/Morinda employees and officers are not authorized to give opinions or make representations to IPCs except as noted above, IPCs are not authorized to rely on such opinions. New Age/Morinda specifically disclaims liability for any reliance thereon by any IPC.

SECTION 3 – ADMINISTRATION

3.1. BECOMING AN INDEPENDENT PRODUCT CONSULTANT (IPC)

3.1.1. Application Process for Becoming an IPC:
A person or entity may become an IPC. There are three ways to apply:

a. Enrolling by telephone,

b. Enrolling online on www.Morinda.com, or

c. Enrolling by completing, signing, and returning an IPC Agreement to New Age/Morinda by fax, mail, in person, or emailing a scanned copy of the IPC Agreement.

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

IPCs must accept the terms and conditions of the IPC Agreement online on www.Morinda.com, or must mail, fax, or scan and email a copy of their signed IPC Agreement within 60 days if the IPC has enrolled by methods a or b. Both the front and back sides of the IPC Agreement must be completed in their entirety and received by New Age/Morinda. New Age/Morinda reserves the right to request legal proof of identification from an IPC, e.g. driver’s license, passport, or other form acceptable to New Age/Morinda.

IPCs must be of legal age in the state in which they reside. IPCs must pay the non-refundable application fee of $35.00 plus tax, and will receive a free starter kit upon enrollment. No initial purchase other than the application fee is required. Referring Customers do not pay an application fee and do not receive a starter kit. IPCs who enroll through the internet at www.Morinda.com accept the terms and conditions of the IPC Agreement through a click-through procedure. IPCs who enroll through the telephone are on temporary status until a properly completed and signed IPC Agreement is received and accepted by New Age/Morinda. If a valid IPC Agreement has not been received within 60 days of enrollment, the IPC will not be eligible to earn commissions until such documentation has been received and processed by New Age/Morinda. The commissions will pay out to the IPC’s qualified upline.

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

3.1.2. Withdrawing an IPC Application Within Five Business Days
Any IPC who desires to withdraw the application to be an IPC within five business days of enrolling may do so by notifying New Age/Morinda by phone, fax, or e-mail. Upon New Age/Morinda’s timely receipt of the request, the annual fee of $35.00 plus tax will be refunded in the same medium it was paid. Any IPC who withdraws the application is subject to the Six Month Waiting Period policy.
3.1.3. Independent Contractor Status

IPCs are independent contractors. For both taxation and legal purposes, IPCs are not franchisees, joint venturers, partners, employees, or agents of New Age/Morinda. IPCs are prohibited from stating or implying anything to the contrary. New Age/Morinda is not responsible for payment or copayment of any IPC employee benefits. If the government of an IPC’s local jurisdiction requires New Age/Morinda to withhold taxes related to the IPC’s status, New Age/Morinda will deduct such amounts from the IPC’s commissions prior to issuing the commissions. If New Age/Morinda is assessed any withholding taxes, interest, or penalties associated with the IPC’s commissions payments after the commissions have been issued, New Age/Morinda will deduct such amounts directly from the IPC’s future commissions payments. If New Age/Morinda is required to garnish an IPC’s commissions pursuant to a court order, New Age/Morinda will deduct such amounts from the IPC’s future commissions payments.

An IPC has no authority to bind New Age/Morinda or incur any obligation on behalf of New Age/Morinda. IPCs set their own hours and determine how to conduct their New Age/Morinda business within the policies established in this manual. IPCs are responsible for their own liability, health, automobile, disability, workers compensation, and all other insurance. Please note that homeowners’ insurance policies generally do not provide coverage for any commercial activities conducted in the home.

3.1.4. Enrolling as an Individual or as a Business Entity

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

3.1.5. Coapplicants

The spouse of an IPC, de facto or common-law spouse, or cohabitant is always considered to have a beneficial interest in the primary applicant’s IPC account (see “Simultaneous Interests” policy). The primary applicant may request to add any other coapplicant to the account.

Coapplicants have the right to contact New Age/Morinda on behalf of the IPC to receive information about the IPC account, and place orders under the IPC ID number. The coapplicant is not allowed to sign for sponsor changes or make any request which alters the status of the IPC account without written authorization from the primary applicant. Commission and bonus checks will always be in the name of the primary applicant.

3.1.6. Enrolling As a Business Entity

For information on enrolling an IPC account in the name of a business entity, contact New Age/Morinda Compliance.

3.1.7. Relationship to Sponsors

The relationship between IPCs and their personal and placement sponsors is central to the operation of a successful New Age/Morinda business. New Age/Morinda recognizes this relationship as binding if created pursuant to the methods and procedures described under the “Becoming an Independent Product Consultant (IPC)” policy.

Personal sponsors have the right to place a new IPC anywhere in their organization. This means new IPCs may or may not be working directly with their personal sponsor. New IPCs
should also understand that titles and commissions based on sales of New Age/Morinda products will be paid to the personal and placement sponsors based on the performance of the IPC account.

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

If, after completing the enrollment process, IPCs change their mind about who should be the personal or placement sponsor, a completed Error Correction Form must be submitted to New Age/Morinda within 14 days of the enrollment of the IPC account. This form can be found on www.Morinda.com or in the back of this manual.

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

3.2. CHANGING THE STATUS OF AN IPC ACCOUNT

3.2.1. Active IPC or Inactive IPC Status
The IPC Agreement allows a person to become an IPC with or without any purchase of products. Becoming and maintaining an active IPC account requires consistent sale of products through the IPC account; an inactive IPC account does not require consistent sale of products. IPCs are required to maintain a minimum activity level in order to continue to receive the full benefits of being an IPC. These privileges include receiving Fast Start and Unilevel commissions and all other bonuses, sponsoring new IPCs into the organization, and signing for sponsor changes.

a. be a participant in the Premier Membership program, or
b. sell through the IPC account at least a cumulative 60 QPV in the current and prior two calendar months and a) have at least one placement sponsored IPC on the first level with at least 60 QPV accumulated over the current and prior two calendar months, or b) have at least one personally sponsored IPC with at least 60 QPV accumulated over the current and prior two calendar months.

*Selling through the IPC account includes purchases the IPCs make for their personal use.

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

IPCs may remain on inactive IPC status indefinitely, provided they pay the renewal fee of $35.00 or place a product order prior to their renewal date each year. Any IPC account placed on inactive IPC status may return to active status by placing a product order on the IPC account. Reinstatement will occur as long as the qualifications for active IPC account are met...
and the renewal date of the IPC account has not passed. Inactive IPCs should reinstate prior to their renewal date (see “Annual Renewal of IPC Status”).

The IPC ID number is an identifier that New Age/Morinda assigns to an IPC account; it does not constitute intellectual property, good will, or any other legal right of the IPC. New Age/Morinda reserves the right to re-assign the ID# of a terminated IPC account to another individual, regardless of whether the account was voluntarily or involuntarily terminated.

3.2.2. Changing Business Form of IPC account

An IPC who wishes to change the form of business from that of an individual IPC to a participant in business entity under the same sponsor and IPC ID number may do so at any time, subject to all New Age/Morinda policies, including the submission of a Sale of IPC Account Form to New Age/Morinda Compliance. (See “Enrolling As a Business Entity” policy.)

3.2.3. Voluntary Termination of IPC account

An IPC may terminate the IPC Agreement with New Age/Morinda at any time. The contract may be terminated for any or no reason.

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

IPCs may, with New Age/Morinda’s permission, withdraw the voluntary resignation and reactivate their IPC account by placing an order on the account. New Age/Morinda retains the same discretion to accept or reject the resignation withdrawal from an IPC as it has to refuse the initial IPC Agreement. If the account is reactivated, with New Age/Morinda’s permission, within 30 days of the processing of the termination of the account, the downline organization of the IPC account will be reinstated. If more than 30 days have passed since the processing of the termination of the account, the account may be reactivated, with New Age/Morinda’s permission, but the downline organization of the account will not be reinstated.

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

3.2.4. Annual Renewal of IPC Status

Unless an IPC voluntarily resigns or is terminated by New Age/Morinda, the length of an IPC Agreement, and each subsequent renewal, is one year. Premier Membership-qualified IPCs will be renewed automatically and free of charge unless otherwise notified in writing. IPCs not participating in the Premier Membership program will be automatically renewed upon submitting a renewal fee of $35.00, or upon placing an order with New Age/Morinda. New Age/Morinda retains the same discretion that it has to accept or reject a request to renew an IPC account as it does to refuse the initial IPC Agreement. Checks for commissions, rebates, or bonuses already earned but not issued will continue to be issued. If the renewal fee has still not been paid or an order placed 30 days after the renewal date, the IPC account will be terminated and all right to compensation earned and not yet issued by New Age/Morinda will be forfeited. The terminated IPC account’s downline organization will be transferred to the next applicable personal and placement sponsors in the IPC’s upline unless otherwise determined by New Age/Morinda.
IPC

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

The Upline Release Form requires the signatures of the eight upline IPCs by placement sponsor link, the five generations of upline IPCs by personal sponsor link, as well as that of the IPC who wishes to be released (duplication of signatures may be required). This procedure assures that all who would be affected by the release are in agreement.

IPC signatures will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorization is first submitted to New Age/Morinda Compliance, whichever date is earlier.

3.2.9. Owners of IPC Accounts Marrying

If two IPCs marry or become de facto or common-law spouses, the two IPCs may maintain their separate IPC organizations under the IPC accounts each owned prior to the marriage. If one of the IPC accounts is terminated, sold, assigned, or transferred to another person or entity after the marriage, the selling owner of the IPC account need not wait six months to become a coapplicant on their spouse’s IPC account.

3.2.10. Attachment Due to Court Action

An IPC account is an asset and as such may be subject to seizure by a judgment creditor, bankruptcy trustee, or other third-party. If New Age/Morinda receives notice of a third-party claim to an interest in an IPC account, New Age/Morinda will notify the IPC at the address on file with New Age/Morinda.

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

3.2.11. Annulment or Divorce

IPCs may become subject to a division of property that accompanies a divorce or annulment. New Age/Morinda will continue to treat the IPC account according to the IPC Agreement until New Age/Morinda receives a court order or decree directing otherwise. New Age/Morinda will not be liable to anyone for relying in good faith on a court order, decree, or judgment relating to the rights in an IPC account in a divorce or annulment setting. The former IPC who lost the interest in the IPC account due to divorce or annulment is subject to the Six Month Waiting Period Policy. IPCs may not use divorce to circumvent New Age/Morinda policies.

3.2.12. Death

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

When an IPC dies, right and title to that IPC account will pass to the decedent’s heir(s) under the law of the jurisdiction in which the decedent resided. New Age/Morinda will comply with any court order or other legal document directing the disposition of the IPC account. If the decedent’s heir(s) is already an IPC they may inherit the IPC account and may operate both IPC organizations. The heir(s) must submit a completed IPC Agreement to New Age/Morinda Compliance along with the will, court order, or other legal document directing the disposition of the IPC account. New Age/Morinda retains the same discretion that it has to accept or reject the heir’s enrollment as an IPC as it does to refuse the initial IPC Agreement.
### 3.2.13. Sale or Transfer of an IPC account

New Age/Morinda reserves the right, in its sole discretion, to approve or disapprove any proposed sale, assignment, or transfer of an IPC account. New Age/Morinda also reserves the right to charge a fee for the sale or transfer of an IPC account. Any sale, assignment, or transfer of any IPC account or controlling entity thereof is subject to the following conditions:

a. An IPC account may not be sold, transferred or modified in any way if any of the following conditions apply: temporary account, hold on the account, suspended account, account has been sent notice of intent to terminate, terminated account, account under investigation by New Age/Morinda’s Compliance or Legal Departments, or New Age/Morinda in its sole discretion believes that the sale, transfer, or modification is an attempt to evade New Age/Morinda’s policies.

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

c. A new, signed IPC Agreement must be submitted from the purchaser, as well as any other documents necessary for enrollment.

Upon a sale, transfer, or assignment being approved in writing by New Age/Morinda, the buying IPC must assume the position and obligations of the selling IPC and will be entitled to the same rights, titles, and privileges afforded to the former owner.

Selling IPCs will be subject to the Six Month Waiting Period policy if they wish to re-enroll or purchase another IPC account.

If all documents are completed correctly, the sale, transfer, or modification will be processed within 30 days of receipt of the complete paperwork. If, after approving a sale, transfer, or modification of an IPC account, New Age/Morinda later determines, in its discretion, that the sale, transfer, or modification was done to evade New Age/Morinda policies, New Age/Morinda will have the right to reverse the sale, transfer, or modification or terminate the account in question.

### 3.3. BUILDING AN IPC ACCOUNT ORGANIZATION

#### 3.3.1. Placement of a New IPC

New Age/Morinda recommends that all new IPCs be placed on the first level of their personal sponsor upon enrollment, meaning that the personal sponsor and placement sponsor are the same IPC account. Any placement of a new IPC other than on the first level will be considered the personal sponsor’s one placement for that IPC. Upon enrollment, a personal sponsor should explain to the IPC that the personal sponsor may change the IPC’s placement sponsor following the policies below.
3.3.2. Requirements for All Placement Changes
The following requirements apply to all placement changes:

• IPC being moved is on the first level of the personal sponsor.
• Personal sponsor of moving IPC must be on Premier Membership.
• New Placement sponsor must be on Premier Membership.
• IPC being moved has not achieved the title of Pearl (personal paid-as or placement paid-as title), or has not been paid as a Pearl (personal paid-as or placement paid-as title) in the last six consecutive months.
• New Placement sponsor must be in the organization of the Personal sponsor.
• New Placement sponsor cannot be in the organization of the moving IPC.
• Request must be submitted on an official Placement Sponsor Change Form.
• IPC signatures will be considered valid for 90 days from the date of the signature or 90 days from the date the signature is first submitted to New Age/Morinda Compliance, whichever date is earlier.
• New Age/Morinda reserves the right, but is not under any obligation, to verify the signatures of the IPCs signing a placement sponsor change.

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

3.3.3. Placement before 120 Days
• The IPC being moved must have enrolled within 120 days prior to the change being submitted to New Age/Morinda.
• The only signature required is the signature of the personal sponsor.
• There are no volume requirements for a 120 Day Placement Change.

3.3.4. Placement of an Unassisted Organization
• The IPC being moved has been enrolled for more than 120 days.
• The IPC being moved has no organization, or if the IPC has an organization, the organization was built without any IPCs placed by the upline of the personal sponsor of the IPC to be moved (if the IPC placed in the organization by the upline of the personal sponsor is an inactive IPC, then the organization is still considered to be unassisted).
• The QV8 volume for the previous month of the moving IPC is less than or equal to the QV8 volume for the previous month of the new placement sponsor. The volume from Customers will be included when evaluating the QV8 volume.
• The QV8 volume for the previous month of the moving IPC is less than 10,000 QV8. The volume from Customers will be included when evaluating the QV8 volume.
• The only signature required is the signature of the personal sponsor.
3.3.5. Placement of an Assisted Organization
- The IPC being moved has been enrolled for more than 120 days.
- The signatures required are the signatures of the moving IPC and of the eight upline IPCs by placement link, beginning with the personal sponsor.
- There are no volume requirements for an Assisted Placement Change.

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

3.3.7. Changing the Personal Sponsor of an IPC
To change personal sponsor of an IPC account, the personal sponsor must make sure that the IPC account is already placed into the organization under the new personal sponsor. At times, a placement change may need to be done at the same time as the personal sponsor change to ensure that the personal sponsor is always in the direct upline of the IPC. The following requirements apply to personal sponsor changes:
- The personal sponsor of moving IPC must be on Premier Membership.
- The new Personal sponsor must be on Premier Membership.
- The IPC being moved has not achieved Pearl or has not been paid-as Pearl for the last six consecutive months (personal paid-as or placement paid-as).
- The new Personal sponsor must be in the organization of the current Personal sponsor.
- The new Personal sponsor must be in the upline of the moving IPC.
- The signatures required are the signatures of the moving IPC and of the five upline personal sponsors.
- There are no volume requirements for a personal sponsor change.
- Request must be submitted on an official Personal Sponsor Change Form.
- IPC signatures will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorization is first submitted to New Age/Morinda Compliance, whichever date is earlier.
- New Age/Morinda reserves the right, but is not under any obligation, to verify the signatures of the IPCs signing a personal sponsor change.

3.3.8. Sponsor Change Deadline
All Placement/Personal Sponsor Change Forms need to be completed and received by New Age/Morinda by the 15th of the month in order to be processed for that month’s commissions.
3.3.9. Sponsor Change Cancellation Deadline

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

3.3.10. IPC Authorization of Sponsor Changes

IPCs who are contacted by other IPCs regarding authorization for Personal and Placement Sponsor Changes, Upline Releases, or Error Corrections should respond to that contact. If an IPC’s repeated documented attempts to make contact with another IPC are unsuccessful, New Age/Morinda will send a letter to the non-responding IPC at the address on file. If the letter is returned or not replied to prior to the deadline stated in the letter, the IPC will be deemed to have waived the right to object to the proposed change.

IPCs who are on Inactive IPC status will not be authorized to sign Placement Sponsor Change Forms or Personal Sponsor Change Forms, Upline Release Forms, or Error Correction Forms. The signatures of the next level active uplines will be required until the required number of signatures has been obtained.

If an IPC desires to have another individual conduct business with New Age/Morinda on the IPC’s behalf, beyond ordering products, a Power of Attorney for this individual that includes the IPC’s signature will be required to be on file with New Age/Morinda. All such instances are subject to New Age/Morinda’s “Simultaneous Interests” policy.

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

3.4. ORDERING AND PURCHASING MORINDA® PRODUCTS

3.4.1. Premier Membership Program

The Premier Membership program (formerly called the AutoShip Program) is specifically designed to meet the needs of IPCs with growing organizations. All IPCs on the Premier Membership program must sell through their account a monthly minimum of 120 QPV. Selling through the IPC account includes purchases the IPC makes for personal use. New Age/Morinda also offers Premier Membership programs with less than 120 QPV. To learn more about these programs and the benefits of Premier Membership, go to www.Morinda.com.

3.4.2. Premier Membership Enrollment and Cancellation Procedures

To enroll in a Premier Membership program, IPCs may contact New Age/Morinda Customer Service, complete the Premier Membership section on the IPC Agreement, or complete a Premier Membership Change and Enrollment Form.

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

Premier Membership cancellation requests must be submitted in writing; such requests may be submitted via email. IPCs may use the Premier Membership Change and Enrollment Form to cancel their Premier Membership. All Premier Membership cancellation requests must be received by the last business day of the month to guarantee that the cancellation will be processed for the following month.
3.4.3. Premier Membership Payment Problems
If the authorized form of payment provided for Premier Membership results in either a decline or an insufficient funds transaction, that Premier Membership order will not be placed. New Age/Morinda reserves the right to continue to attempt to charge the authorized form of payment to place the Premier Membership order for the IPC. If the authorized form of payment provided for Premier Membership results in either a decline or an insufficient funds transaction for two consecutive months, New Age/Morinda reserves the right, at its discretion, to remove the IPC from the Premier Membership program. Removal from the program will disqualify the IPC from certain bonuses, commissions, and promotions that Premier Membership-active IPCs receive. For IPCs removed from the Premier Membership program, reinstatement will require a request accompanied by a qualifying order and a valid form of payment on file for future Premier Membership payment.

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

3.4.5. Product Orders
IPCs may order products from New Age/Morinda by telephone (800-445-2969), by fax (800-445-3734), on the internet at www.Morinda.com, or in person at a New Age/Morinda Office or Will Call Center. IPCs should contact New Age/Morinda immediately if they do not receive their order. In its discretion, New Age/Morinda reserves the right to limit the amount of product that any one IPC may purchase. Customers have a limit of 600 QPV per month.

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

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

3.4.8. Price Changes
Product availability and price are subject to change without notice.

3.4.9. Incomplete Orders and Damaged Goods
In the event that an IPC receives an incomplete order, it is the responsibility of the IPC to review the order and report the discrepancy within 10 days of receipt of the order. New Age/Morinda endeavors to ship products in quality resaleable condition. Some products may become damaged in the shipping process. Visibly damaged orders should be refused if possible. The return shipping costs will not be deducted from the refund amount if the order is damaged. If a damaged order is delivered, the IPC should immediately contact the New Age/
Morinda Sales & Service Center for instructions on returning the damaged order. IPCs may be asked to retain the damaged product for a follow-up from the shipping company.

3.4.10. 70% Rule
IPC must certify on each product order form or when placing an order that they have sold, consumed, or used at least 70% of all products from the last order. No IPC may order products without complying with the 70% rule. New Age/Morinda does not require or encourage an IPC to purchase inventory in an amount which unreasonably exceeds that which can be expected to be resold or consumed within a reasonable period of time.

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

3.4.11. Sales Tax
New Age/Morinda will collect and remit all applicable sales and use taxes on behalf of IPCs based on the suggested regular price of the products ordered and according to applicable tax rates for each state to which the products or materials are shipped. If an IPC account has a current valid resale permit on file for the IPC account, New Age/Morinda will not charge sales tax.

3.4.12. Shipping and Handling Charges
For all orders of New Age/Morinda products, a shipping charge is added. This charge covers the cost of shipping and handling to the 48 contiguous states. IPCs outside the 48 contiguous states will be subject to additional charges. Express shipping is available (two-day or overnight) on all orders. Additional shipping charges will apply. Will call or pickup orders carry a handling fee of 5% of the order value.

3.4.13. Payment
No IPC is to accept payment for products from a customer except at the time the products are delivered to the customer by the IPC. If an IPC assists another IPC by placing and picking up orders for that IPC (because that IPC has limited access to a New Age/Morinda office or Will-Call Center), the assisting IPC must immediately place the order with New Age/Morinda upon receipt of monies from the IPC, and must deliver the products in a timely matter to the IPC who paid for the products.

All orders made to New Age/Morinda must be accompanied by proper payment including all applicable shipping and handling fees and sales taxes. It is the responsibility of IPCs to ensure that proper payment is received by New Age/Morinda. An IPC may use a credit card owned by another person only if the owner of the credit card has authorized such use.

The return of a paper check issued to New Age/Morinda will result in a $45.00 returned check fee being placed on the account of the IPC on whose account the order was placed.

Once an account has been terminated, any in-house balance on the account will be voided 90 days after the termination of the account.

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

3.4.15. Volume Transfer
New Age/Morinda does not allow IPCs to transfer volume from one IPC account to another.

3.5. RETURNING MORINDA® PRODUCTS

3.5.1. Refund Policies for Purchased Products
An IPC who is not satisfied with any products may return the products within 90 days of purchase and receive a refund. The return must be initiated by the IPC on whose account the products were ordered. Unless New Age/Morinda made a shipping error, the IPC returning the products is responsible for the cost incurred in shipping the products back to New Age/Morinda. The commissions that were paid on the returned order will be deducted from the IPC’s and from the uplines’ next commissions checks (if applicable). Shipping charges, handling fees, and customs fees are nonrefundable, unless New Age/Morinda made a shipping error.

The conditions of the refund are:

a. Products received within 90 days of the order date will receive 100% credit or exchange, less original shipping. Products received from 91 to 180 days of the original order date will receive a 90% credit or exchange, less original shipping. Products that are received after 181 days from the order date will not be refunded unless the IPC is terminating the IPC Agreement with New Age/Morinda (see “Product Buy Back”).

b. New Age/Morinda reserves the right to refuse refunds for quantities that cannot reasonably be consumed within 90 days. A reasonable quantity is typically considered to be 120 QV of product per month.

c. Original product containers must be returned to New Age/Morinda for refund to be issued.

d. Promotional and certain specialty items may have more restricted conditions for returns. Contact New Age/Morinda Sales & Service for details.

e. Products available through the New Age/Morinda LTO program received within 120 days of the order date will receive 100% credit or exchange, less original shipping. Products received from 121 to 180 days of the original order date will receive a 90% credit or exchange, less original shipping. Products that are received after 181 days from the order date will not be refunded unless the IPC is terminating the IPC Agreement with New Age/Morinda (see “Product Buy Back”).

f. Subscriptions to New Age/Morinda Office Pro may be canceled within 90 days of purchase to receive a refund of the purchase price for the remaining months on the subscription.

g. All sales of digital media are final.
3.5.3. Premier Membership Order Returns
New Age/Morinda will accept returns for up to two Premier Membership orders of unopened and unused products under the standard return policy. Any IPC who refuses a Premier Membership order upon delivery is subject to Premier Membership termination by New Age/Morinda.

3.5.4. Product Buy Back (for Terminating IPCs)
New Age/Morinda's product buy-back policy is to assist IPCs who are terminating their IPC Agreement with New Age/Morinda by alleviating the financial burden of unused products. If conditions are met, and an IPC so requests, New Age/Morinda will repurchase the products for 90% of the purchase price, less original shipping and other costs. All repurchases are subject to a deduction based on the amount of personal rebate or other commissions paid to the IPC for that order.

The product buy-back conditions are as follows:

a. Any IPC desiring to participate in New Age/Morinda’s buy-back policy must be terminating the IPC account. A repurchase will not take place until New Age/Morinda has received a notice of termination or until the IPC has been terminated by New Age/Morinda.

b. Products must be returned to New Age/Morinda within one year of the original purchase date.

c. All products must be in marketable condition and not beyond their shelf life of the products (products are considered past their shelf life 1 after the expiration date indicated on the product package has passed, or 2) once it has been opened).

d. The terminating IPC is responsible for all costs associated with returning the products.

3.5.5. Customer Satisfaction Guarantee
New Age/Morinda offers a 90-day, 100% money-back guarantee to all its customers. If, for any reason, a customer is not satisfied with a purchase (first time purchase of a product), the customer may receive a full refund, less original shipping. Original product containers must be returned to New Age/Morinda for a refund to be issued. Customer is responsible for return shipping charges.

3.5.5.1. Retail purchase from an IPC
In order to receive a refund, the retail customer must, within 90 days of the purchase, return the unused portion of the products to the IPC from whom the customer purchased the products.

The IPC will then fill out a Retail Exchange Form and obtain an RA number from the New Age/Morinda Sales & Service Center. New Age/Morinda must receive the completed Retail Exchange Form, the used container, and the RA number within one year from the original purchase date from New Age/Morinda to provide the IPC with a replacement order of the products. New Age/Morinda has the right to refuse to replace the products if there is reasonable doubt that the products were actually purchased by a customer.

Any retail customer who follows the above procedures and is not refunded by the IPC may contact the New Age/Morinda Sales & Service Center for a refund. New Age/Morinda reserves the right to offset such refund costs against the IPC.
Note: IPC price purchases shipped by an IPC to a customer will not qualify for return under the New Age/Morinda customer satisfaction guarantee.

3.5.6. Sales Aid & Promotional Item Return Policy
An IPC who is not satisfied with any sales aid or promotional item may return that order within 90 days of purchase and receive a refund. New Age/Morinda sales aids which have not been opened or used and are still in marketable condition may be returned to New Age/Morinda within 90 days of purchase for a 100% refund, less shipping costs. No seasonal or promotional sales aids, which have been designated as such at the time of purchase, may be returned.

Terminating IPCs may return all marketable sales aids to New Age/Morinda for a 90% refund, less shipping costs, for up to one year after the purchase date. No seasonal or promotional sales aids, which have been designated as such at the time of purchase, may be returned.

3.5.7. Returns for Residents of Certain States
Some states may require, by law, different return policies than those set forth in this manual. New Age/Morinda will abide by those laws.

3.5.8. Product Liability Insurance
Morinda Holdings, Inc. and its subsidiaries maintain a global product liability insurance policy in an appropriate amount covering claims that its products are defective. This insurance policy contains a “Vendors Endorsement” which extends coverage to IPCs so long as they are marketing New Age/Morinda products in accordance with applicable laws and regulations and the IPC Agreement and Policy Manual. The insurance coverage and New Age/Morinda’s commitment apply only to product liability claims. They do not apply to situations, for example, where an IPC has made an unauthorized health claim or was otherwise guilty of misconduct in marketing a product or where an accident or other incident unrelated to product quality has occurred on IPC or third party premises.

If any product liability issues arise, New Age/Morinda should be immediately notified and allowed to fully investigate such claim and, in coordination with its insurance carriers, appropriately address and deal with the situation.

This section does not apply to the TrūAge Scanner, which is not intended to be sold by IPCs to other customers. The only applicable warranty offered relating to the TrūAge Scanner comes from the manufacturer and is passed onto the IPC by New Age/Morinda. The warranty is contained in the materials supplied with the TrūAge Scanner.

SECTION 4 – REGULATIONS FOR ENFORCEMENT

4.1. IPC DISCIPLINE FOR VIOLATION OF POLICIES

4.1.1. Investigation of Policy Violations
The goal of New Age/Morinda Compliance is to handle all compliance issues fairly and efficiently. This procedure helps ensure that all IPCs will be treated with equal fairness. Any complaint submitted to New Age/Morinda Compliance must be in writing, with written evidence of the policy violation linked to the IPC account in question. Upon receipt of such a claim against an IPC, New Age/Morinda Compliance will contact that IPC and other relevant persons to obtain all facts and assertions relating to the conduct in question.
Because of New Age/Morinda’s privacy procedures, New Age/Morinda may or may not notify the submitting IPC of any investigation done or disciplinary action taken as a result of the claim submitted by the IPC.

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

**4.1.2. Fines For Policy Violations**

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

**4.1.3. Receipt of Commissions and Bonuses**

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

**4.1.4. Suspension**

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

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

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

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

**4.1.5. Termination for Convenience and Termination For Cause**

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

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

4.1.6. Effects of Termination
Immediately upon termination, the terminated IPC:

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

New Age/Morinda reserves the right to offset any amounts owed by an IPC to New Age/Morinda from any commissions or other compensation due to the IPC.

Upon termination of an IPC account, the IPCs who were personally sponsored by the terminating IPC roll up to the next personal sponsor, and the IPCs placed under the terminating IPC roll up to the next placement sponsor, unless otherwise determined by New Age/Morinda at New Age/Morinda’s sole discretion.

4.1.7. Termination Effects on Qualification
If a terminated IPC was used to qualify the personal sponsor to a particular level, the personal sponsor must work with the terminated IPC’s existing organization to requalify. The IPC may organize the terminated IPC’s organization in order to qualify one of the IPCs on the first level, provided that the IPC complies with the policies and procedures governing personal and placement sponsor changes.

IPCs who receive roll-up downline because of the termination of an IPC may not reorganize that rolled-up downline in order to qualify for elite clubs and trips offered by New Age/Morinda.

4.1.8. Appeal
If an IPC wishes to appeal termination by New Age/Morinda, an appeal in writing must be received within 30 days of the effective date on the termination notice. If no appeal is received within the 30-day period, the termination will be deemed final. If an IPC files a timely notice of appeal, New Age/Morinda will review the appeal and notify the IPC of its decision. The decision of New Age/Morinda will be final and subject to no further review. In the event the action is not rescinded, the discipline will remain effective as of the date stated in the original notice. The effects of termination stated above will continue to apply to the IPC during the appeal process, regardless of the outcome.

4.2. INCENTIVE REWARD REDEMPTION
The New Age/Morinda Recognition Program offers several trips and training events that include travel or accommodations provided by New Age/Morinda. The following guidelines apply to Recognition trips and training events:
SECTION 5 – RIGHTS OF NEW AGE/MORINDA

5.1. Amending New Age/Morinda Policies

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

5.2. Lead Share/Distribution of IPC Referrals

To qualify for Lead Share, IPCs must be Premier Membership-qualified, have 100,000 ASQV4 cumulative during the previous twelve months, and be a New Age/Morinda Community Pro subscriber. When a non-referred consumer contacts New Age/Morinda directly, New Age/Morinda will determine, at its sole discretion, whether the consumer was first contacted by an IPC. If New Age/Morinda determines that the non-referred consumer was not first contacted by an IPC, New Age/Morinda will assign the lead to a Lead Share-qualified IPC. Commissions from the first purchase by a non-referred consumer will be credited to New Age/Morinda.

Non-referred consumers will be distributed on a rotating basis according to geographical location. This policy does not apply to any special lead or referral promotions, which may include IPCs who do not meet the qualifications listed above.

New Age/Morinda cannot guarantee the quality of leads. Participation in the Lead Share program is at New Age/Morinda’s discretion.

5.3. Use of IPC Images

By attending a New Age/Morinda event, training, or trip, IPCs grant New Age/Morinda the right to use images of them taken at the event in any company marketing materials and on the company websites.

5.4. Publication of IPC Commissions and Bonus amounts

By receiving a commissions check or bonus check, an IPC grants New Age/Morinda the right to publish that check amount and the IPC’s name in any company marketing materials and on the company websites.
5.5. Unsolicited Proposals

From time to time, New Age/Morinda, Morinda Holdings, Inc. or any of their subsidiaries receive ideas or suggestions for products, promotions or other proposals. It is the policy of New Age/Morinda, Morinda Holdings and their subsidiaries to decline consideration of any unsolicited ideas. Employees are instructed to stop reading any unsolicited email or correspondence as soon as it is apparent that it contains such proposed ideas, thereby avoiding any misunderstanding of intellectual property ownership rights. Such a policy applies to oral conversations as well. Please be aware that New Age/Morinda views any ideas, proposals, concepts or models of any kind submitted to New Age/Morinda Holdings or its subsidiaries to be the property of New Age/Morinda or Morinda Holdings without any obligation to the submitting party, unless otherwise agreed to previously in writing.
NEW AGE/MORINDA COMPENSATION PLAN

New Age/Morinda is pleased to offer you a Compensation Plan that is unrivaled in the direct-to-consumer industry. This plan will reward you as you build your own New Age/Morinda business and share New Age/Morinda products with others.

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

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

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

Immediate Income

One reason for New Age/Morinda’s rapid growth is that new IPCs are rewarded quickly with the Fast Start Bonus program. Our compensation plan is designed to get income into the hands of new IPCs quickly.

Growth Income

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

Wealth-Building Income

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

Freedom of Placement

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

New Age/Morinda’s compensation plan has special features designed to be friendly to new IPCs, rewarding to builders, and fair to all.

10 KEY COMPONENTS OF THE NEW AGE/MORINDA COMPENSATION PLAN

The New Age/Morinda Compensation Plan features 10 key components. Each is designed to complement and work in conjunction with the others to help you build a strong, profitable New Age/Morinda business.
The Compensation Plan pays 53% of all qualified commissionable volume (CV) to IPCs: 45% percent via the Unilevel Plan or Fast Start Bonus Plan, and 8% via the bonus pools and incentives.

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

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

1. Resale of product in one country can come only from product designed for that country.

2. Large amounts of product must not be released to IPCs who cannot document compliance with New Age/Morinda and DSA policies on previous orders.

3. The suggested regular price must be used in advertising when using New Age/Morinda’s trademarks or copyrighted materials.

2. Unilevel Plan
New Age/Morinda’s Unilevel Plan provides rewards greater than the amounts an individual IPC could earn solely from retail profits. This plan increases commissions from level to level to allow you to receive an ever-increasing share of the commissionable volume of your Organization. The structure is divided into the entry-level IPC position and the leadership positions. Each leadership position carries with it various monthly qualifications and benefits as shown below.

The Unilevel Plan pays 45% of all qualified commissionable volume (CV) and is paid through placement levels:

- **Level 0** is the IPC themselves.
- **Level 1** consists of the IPC(s) placed directly under the Level 0 IPC.
- **Level 2** consists of the IPC(s) placed directly under Level 1.
- **Level 3** consists of the IPC(s) placed directly under Level 2.
- **Level 4** consists of the IPC(s) placed directly under Level 3.
- **Level 5** consists of the IPC(s) placed directly under Level 4.
- **Level 6** consists of the IPC(s) placed directly under Level 5.
- **Level 7** consists of the IPC(s) placed directly under Level 6.
- **Level 8** consists of the IPC(s) placed directly under Level 7.

The Unilevel Plan 45% payout is divided among these levels as follows:

- **Level 1**: 1%
- **Level 2**: 5%
Level 3: 5%
Level 4: 6%
Level 5: 6%
Level 6: 7%
Level 7: 7%
Level 8: 8%

IPC Position
This entry-level position qualifies for three levels of commission payout. To qualify, you must sell through your IPC account the equivalent of 30 QPV.

Personal Paid-as IPC: IPC + 480 ASQV4
Unilevel royalties: three levels

*The phrase “selling through your IPC account,” as used in this Compensation Plan, includes purchases you make for your personal use.

Coral Leadership Position
This is the first IPC leadership position. To qualify, you must sell through your IPC account the equivalent of 120 QPV.

Personal Paid-as Coral: Coral Leadership Position + 480 ASQV4
Unilevel royalties: four levels

Coral Elite Leadership Position
To qualify, you must sell through your IPC account the equivalent of 120 QPV; have three personally-sponsored Premier Membership IPCs; and have a total of 480 ASQV4.

Personal Paid-as Coral Elite: Same as Coral Elite
Unilevel royalties: four levels + possible TruPerformance Bonus

Jade Leadership Position
To qualify, you must sell through your IPC account the equivalent of 120 QPV; have three personally sponsored, paid-as Corals in your Organization; and have a total of 4,800 QV through your six levels combined (QV6).

Title maintenance: achieve 120 QPV and 4,800 QV6
Personal Paid-as Jade: Jade Leadership Position + 480 ASQV4 + 4,800 QV6 Personal
Unilevel royalties: six levels + possible TruPerformance Bonus

Jade Elite Leadership Position
To qualify, you must sell through your IPC account the equivalent of 120 QPV; have three personally sponsored, paid-as Corals in your Organization; and have a total of 12,000 QV through your six levels combined (QV6).
Title maintenance: same as qualification

**Personal Paid-as Jade Elite**: Jade Elite Leadership Position + 480 ASQV4 + 12,000 QV6 Personal

Unilevel royalties: six levels + possible TruPerformance Bonus

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**Pearl Leadership Position**

To qualify, you must sell through your IPC account 120 QPV of product; have three personally sponsored, paid-as Jades in your Organization; and have a total of 24,000 QV6.

Title maintenance: achieve 120 QPV and 24,000 QV6 or 120 QPV and 30,000 QV7

**Personal Paid-as Pearl**: Pearl Leadership Position + 480 ASQV4 + 24,000 QV6 Personal or 30,000 QV7 Personal

Unilevel royalties: seven levels + possible TruPerformance Bonus + possible Black Pearl Bonus

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**Pearl Elite Leadership Position**

To qualify, you must sell through your IPC account the equivalent of 120 QPV; have three personally sponsored, paid-as Jades in your Organization; and have a total of 36,000 QV6.

Title Maintenance: same as qualification

**Personal Paid-as Pearl Elite**: Pearl Elite Leadership position + 480 ASQV4 + 36,000 QV6 Personal

Unilevel Royalties: seven levels + possible TruPerformance Bonus + possible Black Pearl Bonus

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**Diamond Pearl Leadership Position**

To qualify, you must sell through your IPC account the equivalent of 120 QPV; have three personally sponsored, paid-as Jades in your Organization; and have a total of 36,000 QV6.

Title Maintenance: same as qualification

**Personal Paid-as Pearl Elite**: Pearl Elite Leadership position + 480 ASQV4 + 36,000 QV6 Personal

Unilevel Royalties: seven levels + possible TruPerformance Bonus + possible Black Pearl Bonus

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**Diamond Pearl Elite Leadership Position**

To qualify, you must sell through your IPC account 120 QPV of product; have three personally sponsored, paid-as Pearls in your Organization; and have a total of 72,000 QV8.

**Personal Paid-as Diamond Pearl Elite**: Diamond Pearl Elite Leadership Position + 480 ASQV4 + 72,000 QV8 Personal

Unilevel royalties: eight levels + possible TruPerformance Bonus + Infinity Bonus + possible Black Pearl Bonus

Title maintenance: same as qualification
Double Diamond Pearl Leadership Position
To qualify, you must sell through your IPC account 120 QPV of product; have four personally sponsored, paid-as Pearls in your Organization; and have a total of 96,000 QV8.
Title maintenance: same as qualification
Personal Paid-as Double Diamond Pearl: Double Diamond Pearl Leadership Position + 480 ASQV4 + 96,000 QV8 Personal
Unilevel Royalties: eight levels + possible TruPerformance Bonus + Infinity Bonus + possible Black Pearl Bonus

Triple Diamond Pearl Leadership Position
To qualify, you must sell through your IPC account 120 QPV of product; have five personally sponsored, paid-as Pearls in your Organization; and have a total of 120,000 QV8.
Title maintenance: same as qualification
Personal Paid-as Triple Diamond Pearl: TDP Leadership Position + 480 ASQV4 + 120,000 QV8 Personal
Unilevel royalties: eight levels + possible TruPerformance Bonus + Infinity Bonus + possible Black Pearl Bonus
## TITLE QUALIFICATION

### MINIMUM MAINTENANCE QUALIFICATION REQUIREMENTS

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<thead>
<tr>
<th>PAID AS TITLE</th>
<th>QPV</th>
<th>Group QV</th>
<th>Personally Sponsored</th>
<th>World Wide Bonus Eligibility</th>
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**Platinum Diamond Pearl**

To qualify, you must sell through your IPC account 120 QPV of product; have six personally sponsored, personal paid-as Pearls in your Organization; and have a total of 120,000 QV8.

Title maintenance: same as qualification

Personal Paid-as Platinum Diamond Pearl: PDP Leadership Position + 480 ASQV4 + 120,000 QV8 Personal

Unilevel royalties: eight levels + possible TruPerformance Bonus + Infinity Bonus + possible Black Pearl Bonus

### Additional Conditions for all Titles

All minimum qualifications are monthly. Note: Inactive IPCs receive no paid-as titles and therefore receive no Unilevel royalties or bonuses.

IPCs must meet the Personal Paid-as title requirements to be paid on placed volume.

For graphical representations of these titles and qualifications, you may refer to the "Title Qualification: Minimum Initial Qualification Requirements" and "Title Qualification: Minimum Maintenance Qualification Requirements" graphs.

**Unilevel Payout with & without Personal Rebate**

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

#### UNILEVEL PAY-OUT WITH & WITHOUT PERSONAL REBATE (PR)

<table>
<thead>
<tr>
<th>Placement Sponsor Line</th>
<th>UNLV without PR % Paid on Normal CV</th>
<th>UNLV with PR (UNIPR) % Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 8</td>
<td>8%</td>
<td>8% of reduced PRCV</td>
</tr>
<tr>
<td>Level 7</td>
<td>7%</td>
<td>7% of reduced PRCV</td>
</tr>
<tr>
<td>Level 6</td>
<td>7%</td>
<td>7% of reduced PRCV</td>
</tr>
<tr>
<td>Level 5</td>
<td>6%</td>
<td>6% of reduced PRCV</td>
</tr>
<tr>
<td>Level 4</td>
<td>6%</td>
<td>6% of reduced PRCV</td>
</tr>
<tr>
<td>Level 3</td>
<td>5%</td>
<td>5% of reduced PRCV</td>
</tr>
<tr>
<td>Level 2</td>
<td>5%</td>
<td>5% of reduced PRCV</td>
</tr>
<tr>
<td>Level 1</td>
<td>1%</td>
<td>1% of reduced PRCV</td>
</tr>
<tr>
<td>Purchasing IPC</td>
<td>0%</td>
<td>20% of PRCV</td>
</tr>
</tbody>
</table>

Example

A two-case order may pay out as one case normal and one personal rebate.

In US$ (240 CV/QV total), this means that 120 will be the normal CV and 120 will be the PRCV. The reduced PRCV will be (120 x 55.56%) 66.67.

- **45% of normal CV 120** - $54
- **Personal rebate: 20% of 120** - $24
- **45% of Reduced PRCV 66.67** - $30

**Total Commissions Paid** - **$54**

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

#### 3. Dynamic Compression

How compensation plans are paid is as important as how much is paid. Many companies’ payment plans appear generous, but actually pay far less to distributors overall when the commissions are actually calculated. For example, when distributors are no longer qualified to receive commissions from their Organization, some plans allow for the company to receive the benefit of that distributor’s commission. The practice of giving this commission to the company is called breakage.

Unlike many other direct sales companies, there is no breakage in New Age/Morinda’s compensation plan. New Age/Morinda’s dynamic compression feature continues searching the levels of the upline until all volume for Fast Start Bonuses or Unilevel royalties is assigned and paid to qualified upline IPCs. New Age/Morinda’s compensation plan searches the upline to distribute the full 45% payout of commissions among qualified IPCs. Many plans offer a 45% payout to distributors, but when a distributor does not qualify the payout breaks to the company instead of searching for the next qualified distributor.
### DYNAMIC COMPRESSION

<table>
<thead>
<tr>
<th>Paid-As Title</th>
<th>Placement Level</th>
<th>Compressed Level</th>
<th>% Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diamond Pearl</td>
<td>12</td>
<td>R8</td>
<td>8%</td>
</tr>
<tr>
<td>Pearl</td>
<td>11</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Pearl</td>
<td>10</td>
<td>R7</td>
<td>7%</td>
</tr>
<tr>
<td>Jade</td>
<td>9</td>
<td>R6</td>
<td>7%</td>
</tr>
<tr>
<td>Not qualified</td>
<td>8</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Jade</td>
<td>7</td>
<td>R5</td>
<td>6%</td>
</tr>
<tr>
<td>Coral</td>
<td>6</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Diamond Pearl</td>
<td>5</td>
<td>R4</td>
<td>6%</td>
</tr>
<tr>
<td>Inactive IPC</td>
<td>4</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Coral</td>
<td>3</td>
<td>R3</td>
<td>5%</td>
</tr>
<tr>
<td>IPC</td>
<td>2</td>
<td>R2</td>
<td>5%</td>
</tr>
<tr>
<td>IPC</td>
<td>1</td>
<td>R1</td>
<td>1%</td>
</tr>
</tbody>
</table>

For a graphical representation of Dynamic Compression, you may refer to the "Dynamic Compression" graph.

### QUALIFYING COMPRESSION

<table>
<thead>
<tr>
<th>Placement Tree</th>
<th>QPV</th>
<th>Without*</th>
<th>With**</th>
</tr>
</thead>
<tbody>
<tr>
<td>You</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPC #1</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPC #2</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inactive IPC #3</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPC #4</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPC #5</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPC #6</td>
<td>30 and IPC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPC #7</td>
<td>120</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Without Qualifying Compression, your QV6 is 630.
** With Qualifying Compression, Inactive IPC does not count as a level so IPC #7’s QPV rolls up to make your QV6 equal to 750.
4. Qualifying Compression

Qualifying compression has always been a standard component of the New Age/Morinda Compensation Plan, and you do not have to do anything to qualify for this benefit. Qualifying compression helps IPCs achieve and maintain Unilevel leadership titles by compressing qualifying volume (QV) over Inactive IPCs. Thus, having Inactive IPCs in your downline will not penalize you, as it does in some companies’ plans. It will never take volume away from you, but it is difficult to track which IPCs will be Inactive in a particular month. This puts the responsibility on you to make sure you have achieved the proper qualifying amount without relying on compression to make up the shortfalls. By the time the effects of compression are known, the month is closed, the calculation is complete, and no adjustments will be made.

For a graphical representation of Qualifying Compression, you may refer to the “Qualifying Compression” graph.

5. Premier Membership Program (formerly called the AutoShip Program)

For the convenience of IPCs and Referring Customers, New Age/Morinda offers the Premier Membership program, which guarantees the timely delivery of products on a monthly basis.

Participation in the Premier Membership program simply means you commit to sell through your IPC or Referring Customer account the equivalent of 120 QPV per month. (Please see your Premier Membership Enrollment Form for details.)

IPCs who participate in the Premier Membership program will receive these benefits:

• Eligible to earn quick income with the Fast Start Bonus program
• Have the opportunity to receive additional commissions and bonuses within the compensation plan
• Receive qualifying volume for Unilevel Commissions, title advancement, and bonuses
• Are eligible for New Age/Morinda’s worldwide bonuses
• Receive 20% personal rebate on any personal rebate commissionable volume
• Receive Premier Membership pricing on New Age/Morinda products
• Make sponsor changes within your own Organization (according to sponsor change policies)
• Receive a waiver of yearly renewal fee
• Opportunity to participate in trainings and events
• Receive personal access to www.Morinda.com

6. Fast Start Bonus Program

The Fast Start Bonus (FSB) program is designed to put income into the pockets of qualifying IPCs quickly. New Age/Morinda will pay qualified leaders an accelerated bonus on commissionable volume from newly sponsored IPCs for the new IPCs’ first 60 days, beginning with the new IPCs’ first commissionable order. This 60-day period is called the Fast Start period, and the commission received is the Fast Start Bonus, which is in lieu of the Unilevel Plan for this 60-day period. The Fast Start Bonus payout is dependent on AS status.

The Fast Start Bonus Program (FSB) pays 45% of all qualified commissionable volume (CV)
and is paid through personal generations:

Generation 0 is the IPC themselves.

Generation 1 consists of the IPCs and Customers personally sponsored by the IPC (Generation 0).

Generation 2 consists of the IPCs and Customers personally sponsored by Generation 1.

Generation 3 consists of the IPCs and Customers personally sponsored by Generation 2.

Generation 4 consists of the IPCs and Customers personally sponsored by Generation 3.

Generation 5 consists of the IPCs and Customers personally sponsored by Generation 4.

Fast Start commissions are tied to CV from the IPCs and Customers personally sponsored by an IPC, regardless of whether or not the IPC has been placed. For example, the Generation 0 IPC could personally sponsor an IPC, John, and then place John under another IPC on Generation 0 IPC’s fourth level, but the Fast Start Commissions would still be paid to the Generation 0 IPC.

### Fast Start Bonus Pay-Out With & Without Personal Rebate (PR)

<table>
<thead>
<tr>
<th>Personal Sponsor Line</th>
<th>FSB without PR</th>
<th>FSB with PR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Compressed</td>
<td>% Paid on</td>
</tr>
<tr>
<td></td>
<td>Generation</td>
<td>Normal CV</td>
</tr>
<tr>
<td>Generation 6 (CAS)</td>
<td>FS5</td>
<td>10%</td>
</tr>
<tr>
<td>Generation 5 (CAS)</td>
<td>FS4</td>
<td>5%</td>
</tr>
<tr>
<td>Generation 4 (NCAS)</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>Generation 3 (CAS)</td>
<td>FS3</td>
<td>5%</td>
</tr>
<tr>
<td>Generation 2 (CAS)</td>
<td>FS2</td>
<td>5%</td>
</tr>
<tr>
<td>Generation 1 (CAS)</td>
<td>FSI</td>
<td>20%</td>
</tr>
<tr>
<td>Purchasing IPC (CAS)</td>
<td>----</td>
<td>0</td>
</tr>
</tbody>
</table>

| 45% | 45% |

The Fast Start Bonus program 45% payout is divided among these generations as follows:

- **Generation 1:** 20%
- **Generation 2:** 5%
- **Generation 3:** 5%
- **Generation 4:** 5%
- **Generation 5:** 10%

You can qualify for the Fast Start Bonus as long as you remain enrolled on 120 QPV Premier Membership. Referring Customers who are enrolled in a Premier Membership Program with
a minimum of 30 QV may earn Fast Start Bonus commissions on personally linked Customers and Referring Customers. The Fast Start Bonus is paid every Friday.

This allows upline IPCs to immediately receive profit from the sales of their newly sponsored IPCs. It is truly a fast start to building a sizeable income stream from the sales of a growing Organization of IPCs with New Age/Morinda.

If the personal sponsor of a Customer is enrolled in an Premier Membership option with a minimum of 30QV, then the CV on orders purchased by the Customer will always be paid according to the Fast Start Bonus Plan. The 60 day limit will not apply. However, if the personal sponsor of a Customer is not enrolled in an Premier Membership option with a minimum of 30QV, then the CV on orders purchased by the Customer will be paid according to the Unilevel Plan.

The Fast Start Bonus is optional. You simply enroll on the 120 QPV Premier Membership program to qualify to receive Fast Start Bonuses according to the five generations outlined. To remain eligible for the FSB program, you simply need to remain enrolled on the 120 QPV Premier Membership program.

If you choose not to participate in the Premier Membership Program, then the CV that your personally sponsored IPCs generate will pay royalties according to the normal Unilevel payout. If you are initially enrolled in the Premier Membership program and you end your Premier Membership program participation, all CV generated from your personally sponsored IPCs will pay royalties in the regular Unilevel plan. If you initially choose not to participate in the Premier Membership program but later decide to join the program, you will qualify to receive Fast Start Bonuses as soon as you enroll on Premier Membership. You will receive bonuses on all volume generated by new personally sponsored IPCs from that point on, as long as you qualify for Premier Membership.

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

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

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

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

Example

Joe sponsors Harry. Joe is on the 120 QPV Premier Membership program. Assume Harry purchases 120 QPV. Joe will earn 20% on Harry’s CV associated with first 120 QPV and 5% on all PRCV during that calendar month while Harry is in his Fast Start period. After that, Unilevel royalties will be paid on CV accumulated by Harry.

7. Personal Rebate

A new or existing IPC must be enrolled on 120 QPV Premier Membership and sell through your account more than 120 QPV in any given month to qualify for a personal rebate. If you order 120 QPV worth of products in a month and then make another commissionable order
during that month, you will receive a 20% personal rebate on the second commissionable order. Referring Customers are not eligible to earn Personal Rebate.

Fast Start Payout with Personal Rebate

The 20% Fast Start Personal Rebate replaces the first generation Fast Start Bonus (FS1). The remaining bonuses (FS2-5) are paid out to upline FSB qualifiers’ compressed generations one to four.

For a graphical representation of the Fast Start Payouts, you may refer to the “Fast Start Pay- out With and Without Personal Rebate (PR)” graph.

Unilevel Payout with Personal Rebate

When personal rebate is paid on any commissionable volume (CV) in the Unilevel Plan, it takes 20% of the 45% that New Age/Morinda pays out. The remaining 25% of the 45% is paid out through the eight levels.

For a graphic representation of the Unilevel Payouts, you may refer to the “Unilevel Pay- out With and Without Personal Rebate (PR)” graph.

8. TruPerformance Bonus

Graph assumes no IPC placement in the Organization.

New Age/Morinda’s TruPerformance Bonus (TPB) program is a unique way to reward those individuals who are earning commissions and increasing their ASQV4. This bonus pool is 2% of the qualifying converted commissionable volume (CCV) for a calendar month. There is no fixed limit on the dollar amount of this pool, which is paid monthly and is divided pro rata by ASQV Gen4 among the qualifiers. This bonus is not limited to a set amount of qualifiers; new
and existing IPCs may qualify for this pool. Referring Customers are not eligible to earn the TruPerformance Bonus.

An IPC can qualify for this pool by:

- becoming 120 QPV Premier Membership qualified
- increasing the ASQV4 over the benchmark by 35% or more (Benchmark begins with March 2013 ASQV4 (min 741))
- maintaining ASQV Gen4 greater than 0 (0 ASQV Gen4 amount will not generate a pro-rata payout)

9. Infinity Bonus

New Age/Morinda has incorporated an Infinity Bonus pool into our compensation plan as an additional reward for those IPCs who, through team efforts, build strong Organizations beyond eight levels. This bonus pool is 3% of the qualifying CCV for a calendar month from New Age/Morinda’s 10th level to infinity, and there is no upper limit on the dollar amount of this pool.

Diamond Pearl Elites, Double Diamond Pearls, Triple Diamond Pearls, and Platinum Diamond Pearls may participate in this shared pool provided they are CAS qualified. The pool is paid monthly and is divided pro rata by CAS20 among the qualifiers. (Diamond Pearl Elites—25% of CAS20, Double Diamond Pearl—50% of CAS 20, Triple Diamond Pearl—100% of CAS 20, Platinum Diamond Pearl—150%+ (based on number of personally sponsored personal paid-as Pearls) of CAS 20). This bonus is not limited to a set amount of qualifiers. New and existing IPCs may qualify for this pool. Referring Customers are not eligible to earn the Infinity Bonus.

10. Black Pearl Shared Success Bonus

New Age/Morinda has incorporated a Black Pearl Shared Success Bonus into our compensation plan as an additional reward for those IPCs who, through team efforts, build strong Organizations through eight levels. This bonus pool is 3% of the qualifying CCV for a calendar quarter. There is no upper limit on the dollar amount of this pool, which is distributed on a quarterly basis. Referring Customers are not eligible to earn the Black Pearl Shared Success Bonus.

The qualifications and maintenance requirements for the Black Pearl Shared Success Bonus may appear complicated upon first reading, but by the time you have built your Organization to the point where you can qualify for this bonus, you will have the necessary experience to understand the value of the Black Pearl Shared Success Bonus in your business.

To qualify as a Black Pearl, you must be a paid-as Diamond Pearl or above, have in your Organization three personally sponsored, paid-as Diamond Pearls or above and be 120 QPV Premier Membership qualified each month within a calendar quarter. You must add one more personally sponsored, paid-as Diamond Pearl or above after every four qualifying quarters (not necessarily consecutive calendar quarters).

After the 16th qualifying quarter, as long as you maintain seven personally sponsored, paid-as Diamond Pearls each month and are 120 QPV Premier Membership qualified, you will be a permanent member of the Black Pearl Club.

Roll up. As the Diamond Pearl qualifiers of the Black Pearls become Black Pearls, the original Black Pearls keep the share of the bonus that would have been given to those Diamond Pearl qualifiers. As Pearl qualifiers become Diamond Pearl qualifiers, the original Black Pearl keeps the share of the bonus that would have been given to those Pearl qualifiers. If Pearl qualifiers become a Black Pearl without their personal...
sponsor being a Black Pearl, their Pearl portion rolls up to the original Black Pearl. The original Black Pearl always received the smaller share when a Diamond Pearl or Pearl advances to a higher pool.

Maintenance. New Age/Morinda has incorporated a maintenance feature to allow IPCs who maintain 3, 4, 5, or 6 personally sponsored paid-as Diamond Pearls to receive a share of the Black Pearl Bonus, and to allow IPCs who maintain 8 or more personally sponsored paid-as Diamond Pearls to increase their share of the Black Pearl Bonus. Beginning with the 5th qualifying quarter, IPCs who maintain will receive their pro-rata shares based on CAS8 at the following rates: 3 – 25%, 4 – 40%, 5 – 60%, 6 – 75%, 7 – 100%, 8 - 125%, 9 – 150%. Each additional personally sponsored paid-as Diamond Pearl adds an additional 25% benefit.

Diamond Pearl and Pearl Bonus Pools will have the same maintenance provisions and definitions as their Black Pearl sponsors.

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

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

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

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

For a graphical representation of Black Pearl Bonus, you may refer to the “Black Pearl Qualification” graph.

## BLACK PEARL QUALIFICATION

<table>
<thead>
<tr>
<th>Qualifying Quarters</th>
<th># of Personally Sponsored, Paid-As Diamond Pearls Needed Each Month of Calendar Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1–4</td>
<td>3</td>
</tr>
<tr>
<td>5–8</td>
<td>4</td>
</tr>
<tr>
<td>9–12</td>
<td>5</td>
</tr>
<tr>
<td>13–16</td>
<td>6</td>
</tr>
<tr>
<td>17–Forever</td>
<td>7</td>
</tr>
</tbody>
</table>
Other Conditions

New Age/Morinda is constantly working to expand opportunities for its IPCs around the globe. In some markets, extraordinary business, legal, and regulatory expenses may exist that cannot be recouped in the price of New Age/Morinda's product. This leaves New Age/Morinda with the option of either discontinuing business in that market, or discounting that market’s contribution to the Global Bonus Pools. Accordingly, New Age/Morinda may in its discretion and without notice adjust the contribution from those countries to the Global Bonus Pools to offset those expenses.

New Age/Morinda's business system is seamless and borderless. That means as an IPC you have the ability to build your business anywhere in the world where New Age/Morinda is officially open—you can sponsor IPCs in other countries without restriction. You and your international Organization will be paid in your respective local currencies (appreciable adverse currency fluctuations may negatively affect the amount of commissions you receive from other countries), but your qualifications will be seamless around the world. The result is a unified commissions system.*

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

New Age/Morinda cannot guarantee that it will always do business in every country where it is currently operating. If New Age/Morinda decides in its sole discretion to cease operations in a particular country, New Age/Morinda will not have continuing obligations to IPCs relating to that country, including commissions, bonuses, or other remuneration that IPCs may lose as a result of the country being closed.

Although the New Age/Morinda compensation plan is generous, all commissions, rewards, and income are conditioned on the IPC’s good standing and compliance with New Age/Morinda’s policies and procedures and the laws of the country where the IPC does business.

The commissions, incentives, and bonus pools in the New Age/Morinda Compensation Plan are intended to reward IPCs who acquire real Customers who consume New Age/Morinda products and real IPCs who work to build the New Age/Morinda business. New Age/Morinda reserves the right to withhold the payment of the commissions, incentives, and bonuses from IPCs that are suspected of not producing this type of legitimate customer driven business activity. Non-legitimate activity includes, but is not limited to, activity that violates New Age/Morinda’s policies regarding simultaneous interests, addresses and contact information, tax identification numbers, and the application process.

Referring Customer

A Referring Customer is a consumer of New Age/Morinda Products, who also has the desire to share the products with friends but is not yet ready to build the New Age/Morinda business. Referring Customers are contracted with New Age/Morinda as IPCs, and references to IPCs in the policies are intended to include Referring Customers.

Referring Customers are not charged an enrollment fee. Referring Customers may earn up to $200 in product credits a month in commissions, and may be required to submit their tax ID# to New Age/Morinda. Unilevel commissions are limited to a Referring Customer’s first 3 Levels. Referring Customers are entitled to earn the leadership position of IPC in the New Age/Morinda Compensation Plan. Referring Customers who are enrolled in a Premier Membership option with a minimum of 30QV may earn Fast Start Bonus commissions on personally linked Customers and Referring Customers.
Referring Customer orders generate a permanent 20% payout to their qualified personal sponsor. If the personal sponsor does not qualify for the 20% payout (to qualify the sponsor must be enrolled in a Premier Membership option with a minimum of 30QV), commissions on the order will be calculated according to the standard Unilevel payout percentages. Referring Customers have access to any Premier Membership option.

If Referring Customers decide to upgrade their account to become an IPC after the conclusion of their Fast Start Period, the upgraded IPC account will not have another Fast Start Period.

**Customer**

A Customer is a consumer of New Age/Morinda Products. Customers are not charged an enrollment fee and do not provide New Age/Morinda with tax identification information. They may enroll in a Premier Membership program to take advantage of Premier Membership pricing.

Customer orders pay permanent Fast Start Bonus to their qualified upline. Customers may not be placed in their personal sponsor’s organization. Customers have a purchasing limit of 600 QV per month. At its sole discretion, New Age/Morinda has the right to close Customer accounts if after 13 months they have not purchased any products from New Age/Morinda. Such Customers may request to be reactivated at any time upon purchase of products from New Age/Morinda.
Active IPC
An IPC is required to maintain a minimum activity level in order to continue to receive the benefits of being a New Age/Morinda IPC. These privileges may include receiving Fast Start and Unilevel commissions and all other bonuses, and sponsoring new IPCs into the organizations. This minimum activity requirement is either of the following options:

1. Be a participant in the Premier Membership program.

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

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

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

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

ASQV4
AutoShip (Premier Membership) Qualifying Volume through four generations per personal link with inactive IPC compression. ASQV4 counts the first 140 QPV ordered monthly by an IPC or Referring Customer account, provided the account is currently enrolled in the 120 QPV Premier Membership program.

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

AutoShip (AS) Program
See Premier Membership Program below.

Black Pearl Bonus (BPB)
A pro-rata share of 3% of all Morinda’s qualified Converted Commissionable Volume (CCV) for a calendar quarter. There is no limit on the dollar amount of this pool, which is distributed on a quarterly basis.
**Breakage**
Volume or commission that goes unpaid because distributors are no longer qualified to receive commissions from their organization. In most direct selling companies, this amount rolls up to the company instead of the distributors in the upline. New Age/Morinda’s compensation plan does not have breakage and pays out the most commissions of any company of its kind. With New Age/Morinda, the commission is paid to the remaining qualified IPCs in the upline.

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

**CAS6, CAS8, CAS20**
120 QPV Premier Membership Volume through 6, 8, or 20 (as applicable) levels per placement link with inactive IPC compression. CAS6, CAS8 and CAS20 count the QPV (120 QPV minimum, 360 QPV maximum per IPC account) sold through an IPC account by the IPC and IPCs in the IPC’s organization currently enrolled in the Premier Membership program.

**CAS6 Applications:**
Black Pearl Bonus: CAS6 is used to calculate by pro rata the Pearl shares of the Black Pearl Bonus.

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

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

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

**Commissions**
Payout of up to 53% of total CV (see ‘Commissionable volume’) to IPCs.

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

**Compressed level**
The level that results from dynamic compression. It is used for Unilevel calculation and labeled as R1, R2, R3, R4, R5, R6, R7, and R8.
**Converted Commissionable Volume (CCV)**
The Commissionable Volume (CV) in different currencies converted into U.S. dollars.

**Coral**
This is the first leadership position. To qualify, IPCs must sell through their IPC account the equivalent of 120 QPV per month.

Unilevel Royalties: Paid through four levels
Placement Paid-as Title Maintenance: Same as qualification
Personal Paid-as Title Maintenance: Placement Paid-as Coral, 120 QPV and 480 ASQV4

**Coral Elite**
This is a leadership position. To qualify, IPCs must sell through their IPC account the equivalent of 120 QPV; have three personally-sponsored Premier Membership IPCs; and have a total of 480 ASQV4.

Unilevel Royalties: Paid through four levels + possible TruPerformance Bonus (TPB)
Placement Paid-as Title Maintenance: Same as Qualification
Personal Paid-as Title Qualification and Maintenance: Same as Coral Elite

**Currency exchange fee (CEF)**
New Age/Morinda pays commissions in the local currency of the IPC account as a benefit and convenience for its IPCs and will continue to do so. New Age/Morinda will charge a currency exchange fee on global bonuses and other commissions earned from any foreign currency based on the following scale:

- $100 to $5,000.99 USD = 0.5% CEF
- $5,001 to $9,999.99 USD = 0.75% CEF
- $10,000+ USD = 1.0% CEF

**Customer**
A consumer of New Age/Morinda products. Enrollment fee and tax information are not required. Customers are not eligible to earn commissions or bonuses.

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

**Diamond Pearl (DIAM)**
This is a leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have three personally sponsored paid-as Pearls in their organization, and a total of 24,000 QV6 per month.

Unilevel Royalties: Paid through eight levels + possible TruPerformance Bonus (TPB) + possi-
ble Black Pearl Bonus (BPB)
Placement Paid-as Title Maintenance: Achieve 120 QPV and one of the following:
• Three personally sponsored placement paid-as Pearls and 24,000 QV6
OR
• 42,000 QV8

Personal Paid-as Title Qualification and Maintenance:
• Placement Paid-as Diamond Pearl
• 120 QPV
• 42,000 QV8 Personal
• 480 ASQV4

**Diamond Pearl Elite (EDIAM)**
This is a leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have three personally sponsored placement paid-as Pearls in their organization, and a total of 72,000 QV8 per month.

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

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Qualification and Maintenance:
• Placement Paid-as Diamond Pearl Elite
• 120 QPV
• 72,000 QV8 Personal
• 480 ASQV4

**Double Diamond Pearl (DDIAM)**
This is a leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product, have four personally sponsored placement paid-as Pearls in their organization, and a total of 96,000 QV8 per month.

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

Placement Paid-as Title Maintenance: Same as qualification

Personal Paid-as Title Qualification and Maintenance:
• Placement Paid-as Double Diamond Pearl
• 120 QPV
• 96,000 QV8 Personal
• 480 ASQV4

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

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

Fast Start period
The 60-day period, beginning with an IPC’s first commissionable order, in which the new IPC’s Commissionable Volume (CV) is eligible for Fast Start Bonus (FSB) payout under specific conditions.

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

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

Inactive IPC status
An IPC account which is on Inactive IPC status is one that has not fulfilled the minimum activity requirement for an active IPC. As inactive IPCs, IPCs will be allowed to continue to purchase product at IPC price using their IPC ID number. However, inactive IPCs are not eligible to receive Fast Start or Unilevel commissions and/or all other bonuses on any product bought personally or by those in their organization (which will remain intact). They are also not able to sponsor anyone new into their organization or have anyone new placed underneath them, making them the new placement sponsor. They may, however, be moved by their personal sponsor according to personal and placement sponsor change policies.
IPCs may remain on inactive status indefinitely, provided they pay the renewal fee of $35.00 or place a product order prior to their renewal date each year. If the inactive IPC chooses not to renew with New Age/Morinda, the IPC account will be terminated.

IPCs placed on inactive IPC status may return their IPC account to active status by submitting an Inactive IPC Reinstatement Form (obtained from www.Morinda.com or found in the back of this manual) along with a reinstatement fee of $10. If the IPC elects to place a product order upon reinstatement, this $10 fee will be waived. Reinstatement will occur as long as the qualifications for an active IPC account are met and the renewal date of the IPC has not passed. IPCs should reactivate prior to their renewal date.

**Income-based Titles**

Income-based titles focus on Fast Start (FS) Income and reward IPCs for focusing on the FS1-5 commissions.

**Morinda Business Owner (MBO):**
- 120QV Premier Membership Qualified
- Earn $1000 (US$) in FS 0-1 commissions in one month

**Morinda Sales Organization (MSO):**
- 120QV Premier Membership Qualified
- Earn $1000 (US$) in FS 2-5 in commissions in one month

**Morinda Regional Executive (MRE):**
- 120QV Premier Membership Qualified
- Earn $1000 (US$) in FS 5 in commissions in one month

**Infinity Bonus (IB)**

A bonus pool designed as an additional reward for those IPCs who excel in building strong organizations beyond eight levels. This bonus pool is 3% of New Age/Morinda’s Qualifying Converted Commissionable Volume (CCV) for a calendar month from the company’s 10th level to infinity. There is no limit on the dollar amount of this pool or the amount of qualifiers who can participate.

The infinity bonus pool is divided pro rata by CAS20 or discounted CAS20 among the qualifiers. The three types of qualifiers are the following:

1. Placement Paid-as Diamond Pearl Elites who are 120 QPV Premier Membership qualified use 25% of their CAS20 to calculate their pro-rata share.
2. Placement Paid-as Double Diamond Pearls who are 120 QPV Premier Membership qualified use 50% of their CAS20 to calculate their pro-rata share.
3. Placement Paid-as Triple Diamond Pearls who are 120 QPV Premier Membership qualified use 100% of their CAS20 to calculate their pro-rata share.

**Independent Product Consultant (IPC)**

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

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

IPC paid-as title
- This is the entry-level position. To qualify, IPCs must sell through their IPC account the equivalent of 30 QPV per month.

Unilevel Royalties: Paid through three levels
Placement Paid-as Title Maintenance: Same as qualification
Personal Paid-as Title Qualification and Maintenance: Placement Paid-as IPC, 30 QPV and 480 ASQV4

IPC titles
IPC titles are leadership positions that allow IPCs to qualify for commissions. IPCs are usually referred to by their highest achieved title. IPCs also have “Paid-as” titles which refer to an IPC’s achievement on any given month. “Maintenance” is what is required of an IPC to be “Paid-as” a certain title after it has been achieved or surpassed.

Jade
This is a leadership position. To qualify, IPCs must sell through their IPC account the equivalent of 120 QPV, have three personally sponsored placement paid-as Corals in their organization, and have a total of 4,800 QV6 per month.

Unilevel Royalties: Paid through six levels + possible TruPerformance Bonus (TPB)
Placement Paid-as Title Maintenance: Achieve 120 QPV and 4,800 QV6
Personal Paid-as Title Qualification and Maintenance:
  - Placement Paid-as Jade
  - 120 QPV
  - 4,800 QV6 Personal
  - 480 ASQV4

Jade Elite
This is a leadership position. To qualify, IPCs must sell through their IPC account the equivalent of 120 QPV; have three personally sponsored, paid-as Corals in their organization; and have a total of 12,000 QV6 per month.

Unilevel Royalties: Paid through six levels + possible TruPerformance Bonus (TPB)
Placement Paid-as Title Maintenance: Same as qualification
**Personal Paid-as Title Qualification and Maintenance:**

- Placement Paid-as Jade Elite
- 120 QPV
- 12,000 QV6 Personal
- 480 ASQV4

**Levels**

These have reference to the levels on which an IPC is placed in a sponsoring IPC’s organization. The organization’s first level consists of the IPCs directly beneath the sponsoring IPC. IPCs on the organization's second level are directly under the first, the third under the second, and so forth. It is the upline levels to whom IPCs are to look for training and assistance in beginning and expanding their New Age/Morinda businesses.

**Manual**

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

**Non-PV products**

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

**Non-referred consumer**

A Consumer that has no pre-existing association with an IPC.

**Organization**

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

**Paid-as title**

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

**Pearl**

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

Placement Paid-as Title Maintenance: Achieve 120 QPV and one of the following:

- 24,000 QV6

OR

- 30,000 QV7

Personal Paid-as Title Qualification and Maintenance:

- Placement Paid-as Pearl
- 120 QPV
- 24,000 QV6 Personal OR 30,000 QV7 Personal
- 480 ASQV4

Pearl Elite

This is a leadership position. To qualify, IPCs must sell through their IPC account the equivalent of 120 QPV; have three personally sponsored, paid-as Jades in their organization; and have a total of 36,000 QV6.

Unilevel Royalties: Paid through seven levels + possible TruPerformance Bonus (TPB) + possible Black Pearl Bonus

Placement Paid-as Title Maintenance: Same as Qualification

Personal Paid-as Title Qualification and Maintenance:

- Placement Paid-as Pearl Elite
- 120 QPV
- 36,000 QV6 Personal
- 480 ASQV4

Personal sponsor

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

Personal paid-as title

The personal paid-as title is used to earn Unilevel (UNLV) commissions on volume that has been placed under the IPC. It is determined by QV6 Personal, QV7 Personal, or QV8 Personal.

The following list outlines the monthly qualifications for each personal paid-as title:

- IPC: 30 QPV and 480 ASQV4
• Coral: 120 QPV and 480 ASQV4
• Coral Elite: 120 QPV, Three personally-sponsored 120 QPV Premier Membership IPCs and 480 ASQV4
• Jade: 120 QPV, 4,800 QV6 Personal and 480 ASQV4
• Jade Elite: 120 QPV, 12,000 QV6 Personal and 480 ASQV4
• Pearl: 120 QPV, 24,000 QV6 Personal and 480 ASQV4 or 120 QPV, 30,000 QV7 Personal and 480 ASQV4
• Pearl Elite: 120 QPV, 36,000 QV6 Personal and 480 ASQV4
• Diamond Pearl: 120 QPV, 42,000 QV8 Personal and 480 ASQV4
• Diamond Pearl Elite: 120 QPV, 72,000 QV8 Personal and 480 ASQV4
• Double Diamond Pearl: 120 QPV, 96,000 QV8 Personal and 480 ASQV4
• Triple Diamond Pearl: 120 QPV, 120,000 QV8 Personal and 480 ASQV4
• Platinum Diamond Pearl: 120 QPV, 120,000 QV8 Personal and 480 ASQV4

All Personal Paid-as Titles require the equivalent Placement Paid-as Title qualifications to be met.

**Personal rebate**

This is a 20% rebate of the CV for New Age/Morinda products that is paid to any IPC for personal orders in any month that exceed 120 QV. This is considered to be a discount for volume selling and is not reported on a 1099 as income. An IPC that is not 120 QPV Premier Membership qualified is not eligible to receive a personal rebate.

**Personal Rebate Commissionable Volume (PRCV)**

120 QPV Premier Membership IPCs’ monthly CV over the CV associated with monthly 120 QPV. For example, if a 120 QPV Premier Membership IPC orders a product with 300 QV and 240 CV, the PRCV will be \(((300-120)/300) \times 240 = 144.\) The regular CV is 96, which is associated with 120 QPV.

**Personal-linked volume**

All volume that comes from the IPC, the IPC’s personally sponsored IPCs, their personally sponsored IPCs, and so on.

**Personally sponsored IPC**

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

**Placement sponsor**

This is the IPC that is above an IPC in their upline. It may be their personal sponsor or another IPC, depending on the decision of the personal sponsor. Unilevel commissions are tied to CV from IPCs placed beneath an IPC, regardless of their personal sponsor.
Placement-linked volume
All volume emanating from an IPC’s placement sponsored IPCs, their organizations, and so on.

Placement paid-as title
Determined by QV6, QV7, or QV8 and organization titles. It is used to earn Unilevel (UNLV) commissions on personally linked volume. The types of placement paid-as titles are the following:

- IPC
- Coral
- Coral Elite
- Jade
- Jade Elite
- Pearl
- Pearl Elite
- Diamond Pearl
- Diamond Pearl Elite
- Double Diamond Pearl
- Triple Diamond Pearl
- Platinum Diamond Pearl

Platinum Diamond Pearl (PDP)
This is a leadership position. To qualify, IPCs must sell through their IPC account 120 QPV of product have six personally sponsored personal paid-as Pearls in their organization, and a total of 120,000 QV8 per month.

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

Placement Paid-as Title Qualification and Maintenance: Same as qualification

Personal Paid-as Title Maintenance:

- Placement Paid-as Platinum Diamond Pearl
- 120 QPV
- 120,000 QV8 Personal
- 480 ASQV4

Premier Membership Program
A program available to IPCs who want to guarantee that they maintain their QPV (see “Qualifying Personal Volume”).
Conditional Program. An order of at least 120 QPV must be placed by the 14th of each month, and this order would count as the IPC’s Premier Membership purchase for the month. If no order is placed, or if the orders placed by the 14th do not equal 120 QPV, the IPC will automatically be sent their selected Premier Membership products and funds will be charged to the authorized form of payment. Unless otherwise requested, the order will be sent to the shipping address on file.

Unconditional Program. If an IPC would like the selected Premier Membership products (equal to 120 QPV) shipped regardless of any other orders each month, the IPC can select “Unconditional Premier Membership Program” on the IPC Agreement or on the Premier Membership Change and Enrollment Form. The payment will be charged to the authorized form of payment.

Previous Purchase Plan (PPP) Program
A program available to IPCs and Customers in selected markets; the PPP Program is available as a substitute for the Premier Membership Program in these markets.

The PPP Program allows IPCs and Customers to purchase the products they wish to purchase for their personal use each month and have those purchases qualify the IPC or Customer as Premier Membership-active. The PPP Program requires that the IPC or Customer place their qualifying order(s) by the last business day of each month in order to remain on the PPP Program. A Premier Membership-active IPC on the PPP Program will qualify for all commissions, rebates, and promotions correlated with the Premier Membership-active qualified status.

Products
New Age/Morinda products for retail sale or personal use by authorized IPCs.

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

Qualifying Personal Volume (QPV)
An IPC’s personal volume shown in points.

Qualifying Volume (QV)
Each commissionable New Age/Morinda product has a certain number of points assigned to it. For example, one four liter case of New Age/Morinda Tahitian Noni Juice has QV of 120 points. The total number of points of all orders placed by an IPC in a calendar month is the qualifying personal volume of that IPC account in that particular month.

QV6, QV7, QV8 Personal
Personally linked qualifying volume through 6, 7 and 8 placement levels (as applicable). It is used to qualify for a personal paid-as title, which is used to earn Unilevel commissions on placement-linked volume.

QV6 Personal Applications:
- Jade Personal Paid-as Title: Used to determine the Jade personal paid-as title in which the IPC must have at least 4,800 QV6 Personal.
CODE OF ETHICS

- Jade Elite Personal Paid-as Title: Used to determine the Jade Elite Personal Paid-as Title in which the IPC must have at least 12,000 QV6 Personal.
- Pearl Personal Paid-as Title: Used to determine the Pearl personal paid-as title in which the IPC must have at least 24,000 QV6 Personal.
- Pearl Elite Personal Paid-as Title: Used to determine the Pearl Elite Personal Paid-as Title in which the IPC must have at least 36,000 QV6 Personal.

QV7 Personal Application:
- Diamond Pearl Personal Paid-as Title: Used to determine the Diamond Pearl personal paid-as title in which the IPC must have at least 42,000 QV8 Personal for DIAM, 72,000 for EDIAM, 96,000 for DDIAM, 120,000 for TDIAM, and 120,000 for PDIAM respectively.

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

R1–R8
Royalty levels 1 through 8 are the levels that result from dynamic compression. These are the levels on which Unilevel (UNLV) commissions are paid. The difference between the level and the royalty level represents how many levels an order has compressed.

Referring Customer
A Referring Customer is a consumer of New Age/Morinda products, who also has the desire to share the products with friends but is not yet ready to build the New Age/Morinda business. Referring Customers are contracted with New Age/Morinda as IPCs, and references to IPCs in the policies are intended to include Referring Customers. References to IPCs in the Compensation Plan do not necessarily include Referring Customers.

Retail sales
When IPCs sell directly to a consumer, they receive the retail profit for that purchase.

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

Title Maintenance
Once an IPC has reached a title in the Unilevel Plan, the IPC must maintain the Title Maintenance requirements in order to continue to be paid at that title.

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

**Total payout**
The total payout is 53% of qualifying Commissionable Volume (CV) (45% for Fast Start Bonus (FSB) or Unilevel (UNLV), 2% for TruPerformance Bonus (TPB), 3% for Infinity Bonus (IB), and 3% for Black Pearl Bonus (BPB) = 53%)

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

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

Placement Paid-as Title Qualification and Maintenance: Same as qualification

Personal Paid-as Title Maintenance:
- Placement Paid-as Triple Diamond Pearl
- 120 QPV
- 120,000 QV8 Personal
- 480 ASQV4

**TruPerformance Bonus**
A pro-rata share of 2% of all New Age/Morinda’s qualified Converted Commissionable Volume (CCV) for a calendar month. There is no limit on the dollar amount of this pool, which is distributed on a monthly basis.

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

**Upline**
The IPCs responsible for introducing individuals to New Age/Morinda and then motivating them to become an IPC. The upline also has the responsibility to support and train their organization.

**Volume**
The value associated with the product ordered. The total amount of volume IPCs and their organization generate will determine the IPC’s paid-as title and the level of commissions IPCs earn.
RETURN POLICY – Quick Reference

All commissionable volume returns will have a negative commission adjustment to the upline and to the IPC (if applicable).

IPC Account Orders—For Non-terminating IPC Accounts

Product or empty container must be returned to Morinda.

<table>
<thead>
<tr>
<th>Date received from order date</th>
<th>1-90 days</th>
<th>91-180 days</th>
<th>181 + days</th>
</tr>
</thead>
</table>
| Refund                       | 100% minus shipping | 90% minus shipping | Not accepted without termination (see ‘Buy Back’)

IPCs must pay all costs to send product or containers back to Morinda unless it was shipped by Morinda error.

Premier Membership Orders—For Non-terminating IPC Accounts

No more than two Premier Membership orders may be returned.

<table>
<thead>
<tr>
<th>Date received from order date</th>
<th>1-90 days</th>
<th>91-180 days</th>
<th>181 + days</th>
</tr>
</thead>
</table>
| Refund                       | 100% minus shipping | 90% minus shipping | Not accepted without termination (see ‘Buy Back’)

Any returned or refused Premier Membership orders may result in Premier Membership termination. Refused or undeliverable orders will be refunded minus 2x shipping costs.

Product Buy Back—For Terminating IPC Accounts

- May return all marketable product within one year of purchase date.
- All product will be bought back at 90% minus original shipping costs (and commissions deductions, if any).
- Sales aids in marketable condition will be bought back at 90% minus original shipping costs within one year of purchase date.

100% Customer Satisfaction Guarantee

Morinda offers a 90-day, 100% money-back guarantee to all its customers. A customer who is not satisfied may receive a full refund. Morinda reserves the right to refuse refunds for quantities that cannot reasonably be consumed within 90 days. A reasonable quantity is typically considered to be 120 QV of product per month. Empty container or product must be returned to Morinda.

1. Retail Purchase from an IPC:

The retail customer simply returns the unused portion of the product to the IPC who sold the retail customer the product within 90 days of the purchase. The IPC will then provide the customer with a full refund. Morinda will provide the IPC with a replacement product when Morinda receives the Retail Exchange Form and the used container from the IPC within one year of the original purchase date from Morinda. Any retail customer who is not refunded by an IPC may contact the Morinda Customer Service Center.

<table>
<thead>
<tr>
<th>Date received from order date</th>
<th>1-90 days</th>
<th>91 days to 1 year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refund</td>
<td>100% refund to customer</td>
<td>Product replacement to IPC</td>
</tr>
</tbody>
</table>

2. Purchase from Morinda:

The customer simply returns the used container to Morinda within 90 days of purchase. Morinda will then provide the customer with a 100% credit less shipping costs.

<table>
<thead>
<tr>
<th>Date received from order date</th>
<th>1-90 days</th>
<th>91 days to 1 year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refund</td>
<td>100% refund to customer</td>
<td>Product replacement to IPC</td>
</tr>
</tbody>
</table>

*This refers to the number of days between the time the IPC placed the order and the date Morinda received the returned product.

**Promotional and certain specialty items may have more restricted conditions for returns. Contact Morinda Customer Service for details.
**BUSINESS APPLICATION ADDENDUM**

<table>
<thead>
<tr>
<th>IPC ID#</th>
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<tbody>
<tr>
<td>Business name</td>
<td>Federal ID number</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Fax</th>
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<tbody>
<tr>
<td>Social security number</td>
<td>E-mail</td>
</tr>
<tr>
<td>Phone</td>
<td>Position/title in business</td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social security number</td>
<td>E-mail</td>
</tr>
<tr>
<td>Phone</td>
<td>Position/title in business</td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Fax</th>
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<tbody>
<tr>
<td>Social security number</td>
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<td>Signature</td>
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<table>
<thead>
<tr>
<th>Name</th>
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</thead>
<tbody>
<tr>
<td>Social security number</td>
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<td>Phone</td>
<td>Position/title in business</td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

To enroll a business as a Morinda IPC, the following documents will be necessary:
1. IPC Agreement (with the business name listed as the IPC name).
3. Copy of the Federal ID certificate or SS4 form.
4. Copy of the articles of incorporation (or other legal documents).

For more information on enrolling an IPC account in the name of a business entity, please contact Morinda Compliance at compliance@morinda.com.
IPC Information

IPC name (required)   ID# (required)

Address   E-mail

City   State   Country   Zip

Telephone (required)   Fax

Change or Enrollment Request

- Enroll me in Morinda’s Premier Membership program. (If checked, fill out payment information below.) I understand that in order to fully qualify as a 120 QPV Premier Membership IPC, orders on my account for the month must equal or exceed 120 QPV, and that if the orders by the 14th day of each month do not equal or exceed 120 QPV, one case (four bottles) of Tahitian Noni® Juice or other product preference as outlined below will automatically be sent to me. I understand that I may order any commissionable products from Morinda at IPC cost to meet this requirement. I authorize Morinda to fill this order.

- I would like my case of Tahitian Noni Juice regardless of any other orders. (If checked, fill out payment information below.)
  I authorize Morinda to send me ____________ case(s) of Tahitian Noni Juice each month regardless of any other orders made under my ID number during any month.

As my Premier Membership preference, please send me the following every month (contact Morinda Customer Service at 1-800-445-2969 if you are interested in other preference options):

- Tahitian Noni Juice
- TruAge Max
- TruAge Extra

Hawaii and Puerto Rico only.
Please check one of the following:

- I will pick up my Premier Membership order from a local warehouse.
- I would like my Premier Membership order delivered to my shipping address.

Discontinuance Request

- I wish to discontinue my Premier Membership enrollment at this time.

Signature

Method of Payment

- VISA   - MasterCard   - Discover   - ACH (Must attach a voided check and an ACH Authorization Form)

Name (as it appears on card)

_________ _______ _______ _______ _______ _______ _______ _______ _______ _______ _______ _______

Credit card number   Expiration date (mo/yr)

Credit card billing address   Billing zip

Authorized Signature   Date

Premier Membership changes need to be received by Morinda by the end of the business day on the 14th of the month.
ACH AUTHORIZATION FORM

IPC Information

IPC Name

ID#

Street Address

City

State

Zip code

Telephone

E-mail

Will this be your form of payment for Premier Membership?  ❑ Yes  ❑ No

(if yes, please attach a completed Premier Membership Change & Enrollment Form)

Bank Information

Bank name

Branch

Street Address

City

State

Zip code

Telephone

Bank account number

I, the undersigned, give permission to Morinda, Inc. to draft my checking account to pay for my product orders.

Signed

Date

If this ACH account is being set up to be used by a Morinda, Inc. IPC other than the person whose name appears on the voided check, the person whose name appears on the voided check must sign below:

I (account holder’s name),

am authorizing (IPC name)

to use my ACH account to pay for their product orders and I assume all responsibility for these ACH charges to my account in accordance with this agreement.

Signed

Date

Please attach a voided check and return to:
Morinda, Inc.
PO Box 4000
Orem, UT 84059

ATTACH VOILED CHECK HERE

(No deposit slips, savings accounts, or starter checks – name must be printed on check)
# RETAIL EXCHANGE FORM

## IPC Information

<table>
<thead>
<tr>
<th>Name</th>
<th>ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Telephone</td>
<td>E-mail</td>
</tr>
</tbody>
</table>

## Customer Information

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
</tbody>
</table>

## Return Information

<table>
<thead>
<tr>
<th>Sales Order #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Return Authorization # (Obtain by calling 1-888-389-NONI)</td>
<td></td>
</tr>
<tr>
<td>Reason for return</td>
<td></td>
</tr>
</tbody>
</table>

## Product(s) being returned:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Amount refunded by IPC to customer: $

<table>
<thead>
<tr>
<th>IPC signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ANY FORM THAT IS NOT FILLED OUT COMPLETELY WILL NOT BE ACCEPTED.

Please send completed form along with empty product container(s) to:
Morinda
737 East 1180 South
American Fork, UT  84003

Please allow 5–7 business days from the time Morinda receives the package for replacement product to be shipped.
UPLINE RELEASE FORM

By signing this Upline Release Form, you are agreeing to forfeit all rights as an upline to the IPC requesting this change. The IPC will be cancelled for the next commissions period, and will be permitted to re-enroll under a new personal sponsor or transfer into another existing IPC account immediately without waiting the required six-month waiting period. The IPC understands that he or she will not be allowed to take his or her personally or placement sponsored organization with him or her upon release, and the organization will roll up to the next personal and placement sponsors. IPC signatures and authorizations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorization is first submitted to Morinda Compliance, whichever date is earlier.

<table>
<thead>
<tr>
<th>IPC to be released (please print)</th>
<th>ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of IPC to be released</td>
<td></td>
</tr>
</tbody>
</table>

**Upline Signatures (By placement sponsor link)**

<table>
<thead>
<tr>
<th>Upline sponsor</th>
<th>ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Upline Signatures (By personal sponsor link)**

<table>
<thead>
<tr>
<th>Personal sponsor</th>
<th>ID#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Upline sponsor</td>
<td>ID#</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Upline sponsor</td>
<td>ID#</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Upline sponsor</td>
<td>ID#</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Upline sponsor</td>
<td>ID#</td>
</tr>
</tbody>
</table>

Note: For questions regarding required signatures please call your local Morinda office. Submit this form by mail or fax to your local Morinda office by the 15th of the month.
# INACTIVE IPC REINSTATEMENT FORM

## Personal Information

<table>
<thead>
<tr>
<th>IPC name</th>
<th>ID#</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Country</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone number</th>
<th>Fax number</th>
</tr>
</thead>
</table>

I wish to reinstate my IPC status with Morinda, Inc., from inactive IPC to active IPC. I understand in order to maintain my active IPC status I need to sell through my account a cumulative 60 QPV over a three month period of time and have one or more active IPCs in my organization. I also understand I will be eligible to receive earned bonuses in Morinda’s compensation plan.

Signed

Coapplicant

- Please remit your US $10 reinstatement fee and this form to:
  
  Attention: Data Entry, Morinda, Inc., P.O. Box 4000, Orem, UT, 84059

- Enroll me in Morinda’s Premier Membership program. (If checked, fill out payment information below.) I understand that in order to fully qualify as a 120 QPV Premier Membership IPC, orders on my account for the month must equal or exceed 120 QPV, and that if the orders by the 14th day of each month do not equal or exceed 120 QPV, one case (four bottles) of Tahitian Noni® Juice or other product preference as outlined below will automatically be sent to me. I understand that I may order any commissionable products from Morinda to meet this requirement. I authorize Morinda to fill this order.

  - I would like my case of Tahitian Noni Juice regardless of any other orders. (If checked, fill out payment information below.) I authorize Morinda to send me ____________ case(s) of Tahitian Noni Juice OR ____________ case(s) of kosher Tahitian Noni® Juice each month regardless of any other orders made under my ID number during any month.

As my Premier Membership preference, please send me the following every month (contact Morinda Customer Service at 1-800-445-2969 if you are interested in other preference options):

- Tahitian Noni Juice
- TruAge Max
- TruAge Extra

Hawaii and Puerto Rico only. Please check one of the following:

- I will pick up my Premier Membership order from a local warehouse.
- I would like my Premier Membership order delivered to my shipping address.

## Method of Payment

<table>
<thead>
<tr>
<th>Reinstatement U.S. $10</th>
</tr>
</thead>
<tbody>
<tr>
<td>VISA</td>
</tr>
</tbody>
</table>

OR

Premier Membership


Name (as it appears on card)

Credit card number — Expiration date (mo/yr)

Credit card billing address — Billing zip

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

IPC being moved (please print)  ID#

Personal Sponsor Information

Incorrect personal sponsor  ID#
Correct personal sponsor  ID#

Placement Sponsor Information

Incorrect placement sponsor  ID#
Correct placement sponsor  ID#

Reason for Error

Required Signatures

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

IPC being moved signature

Incorrect personal sponsor signature

Incorrect placement sponsor signature

Correct personal sponsor signature

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

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

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

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

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

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

IPC name

ID#

Date

Authorized signature (required)
SALE OF IPC ACCOUNT FORM

IPC Account Information

IPC ID# Date

Name of current owner (seller) 

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

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

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

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

Signature of seller Signature of purchaser

Notarized Notarized

A new IPC Agreement must be attached to this Sale of IPC Account Form with the information of the purchaser of this IPC account. If the purchaser is a business entity, all necessary business documents must also be submitted with this form.

Method of payment for the required $50.00 transfer fee

VISA MasterCard Discover Check

Credit card number ———— ———— ———— ———— ————
Expiration date (mo/yr)

Authorized Signature

Check number Name of check holder Date

Send this by mail to: or fax it to: or email it to:

Compliance Morinda, Inc.
P.O. Box 4000
Orem, UT 84059

Attn: Compliance
801-431-5825

compliance@Morinda.com

Note: “This form must be used to transfer ownership from the main applicant to the coapplicant unless:

• the coapplicant is the spouse or cohabitant of the main applicant (see “Simultaneous Interests” policy) or
• the coapplicant has been on the IPC account for at least six months.

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

Note: “Please allow 30 days for the processing of completed Sale of IPC Account paperwork.
See the Policy Manual for the policies governing these changes. If submitting both a personal sponsor change and a placement sponsor change for the same IPC, ensure that the forms for both are attached and are submitted at the same time. IPC signatures and authorizations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorization is first submitted to Morinda Compliance, whichever date is earlier.

**IPC to be Moved** (please print)

IPC name  
Country  
ID#

**Personal Sponsor of IPC** (please print)

Personal sponsor name  
ID#

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

Moving IPC is to be personally sponsored by  
ID#

**Personal Sponsor Change Authorization**

IPC being moved  
ID#  
Signature

1. Personal sponsor  
ID#  
Signature

2. Upline  
ID#  
Signature

3. Upline  
ID#  
Signature

4. Upline  
ID#  
Signature

5. Upline  
ID#  
Signature

Note: For questions regarding required signatures, please call your local Morinda office.

Submit this form by mail or fax to your local Morinda office by the 15th of the month.
See the Policy Manual for the policies governing these changes. If submitting both a personal sponsor change and a placement sponsor change for the same IPC, ensure that the forms for both are attached and are submitted at the same time. IPC signatures and authorizations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorization is first submitted to Morinda Compliance, whichever date is earlier.

### IPC to be Moved (please print)

<table>
<thead>
<tr>
<th>IPC name</th>
<th>Country</th>
<th>ID#</th>
</tr>
</thead>
</table>

### New Placement Sponsor Information (please print)

<table>
<thead>
<tr>
<th>Moving IPC is to be placed beneath</th>
<th>ID#</th>
</tr>
</thead>
</table>

### Placement Change (120 day, unassisted organization after 120, roll-up)

**Signature of personal sponsor (required)**

### Assisted Placement Change (Upline signatures by placement sponsor link)

<table>
<thead>
<tr>
<th>IPC being moved</th>
<th>ID#</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personal sponsor</td>
<td>ID#</td>
<td>Signature</td>
</tr>
<tr>
<td>2. Upline</td>
<td>ID#</td>
<td>Signature</td>
</tr>
<tr>
<td>3. Upline</td>
<td>ID#</td>
<td>Signature</td>
</tr>
<tr>
<td>4. Upline</td>
<td>ID#</td>
<td>Signature</td>
</tr>
<tr>
<td>5. Upline</td>
<td>ID#</td>
<td>Signature</td>
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<tr>
<td>6. Upline</td>
<td>ID#</td>
<td>Signature</td>
</tr>
<tr>
<td>7. Upline</td>
<td>ID#</td>
<td>Signature</td>
</tr>
<tr>
<td>8. Upline</td>
<td>ID#</td>
<td>Signature</td>
</tr>
</tbody>
</table>

Note: For questions regarding required signatures, please call your local Morinda office.

Submit this form by mail or fax to your local Morinda office by the 15th of the month.
RESIGNATION REQUEST FORM

Personal Information (required)

Name

ID#

Address

City State Zip

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

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

Signed Date

Reason for Resignation (optional, check all that apply)

❐ I cannot participate in the business right now, but please contact me in the future if new products or services are launched.

❐ I am moving/changing jobs and can no longer manage the business.

❐ I am resigning for financial reasons.

❐ I don’t have enough time.

❐ I don’t understand the Morinda business/strategy.

❐ I have encountered opposition from my family.

❐ I have encountered difficulties with my organization or my upline.

❐ I have decided to become involved in a different business.

❐ Other:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________
REPORT OF A POSSIBLE VIOLATION OF MORINDA’S POLICIES

Submitted by: _______________________________ ID#: _______________________________
Telephone #: _______________________________ Email Address: _______________________________

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

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

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

Name: ___________________________ ID#: ___________________________
Name: ___________________________ ID#: ___________________________
Name: ___________________________ ID#: ___________________________

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

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

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

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Signed: ________________________________ Date: ________________________________

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

This completed form, and any additional information or evidence, should be submitted to:
Morinda, Global Compliance Department
P.O. Box 4000
Orem UT 84059
801-431-5825 (facsimile)
compliance@morinda.com