



## **POLICIES & PROCEDURES**

***Effective June 27th, 2023***

The policies and procedures of Northe Star Global, LLC contained herein were established to explain and define the rights and responsibilities of Northe Star Global, LLC. and its Independent Affiliates.

Each Affiliate agrees, without reservation, to all the terms and conditions contained herein and holds Northe Star Global, LLC free from any and all liability that may result from this agreement between the Affiliate and Northe Star Global, LLC.

## **CODE OF CONDUCT DECLARATION**

Northe Star Global, LLC (subsequently referred to as the “Company”) has established the following code of conduct to guide the appropriate, efficient and ethical operation of the Company. We require Affiliates and Customers to abide by the letter and spirit of this code that forms our contract with all registered parties of Northe Star Global, LLC.

### **1. Member Obligation.**

#### **Affiliate Members will:**

- Conduct themselves in an ethical and professional manner;
- Sell the company’s product in accordance with the compensation plan;
- Make it clear that success in the Company’s compensation plan is based on product purchases rather than sponsoring;
- Represent the compensation plan only as prescribed by the company;

- Be truthful in my representation of the Products and will make no Product claim that is not approved by and/or supported by official Company publications;
- Comply with applicable consumer protection laws and regulations;
- Maintain current and accurate information concerning the address, phone number, email, social security number, method of payment, and any other data on their file

## **2. NortheStar Affiliates will not:**

- Engage in deceptive, unlawful, or unethical business or recruiting practices;
  - Engage in high-pressure selling or recruiting practices;
  - Make misleading sales claims or guarantees concerning the company's products;
  - Make misleading claims or guarantees concerning potential earnings;
- Sponsor or enroll minors or persons who are not capable of making an informed decision;
  - Conduct business activities in countries other than those approved by Northe Star Global, LLC
  - Purchase Personal Volume / Group Volume or another Member or Customer's account to qualify for any bonus or commissions; or
  - Seek in anyway to violate or circumvent Northe Star Global, LLC policies

## **Section 1: Become An Independent Affiliate**

- **Age of Majority.** In order to become an Independent Affiliate, all Applicants must have reached the age of majority, usually eighteen (18) years of age, in jurisdiction in which they reside.

- **A new Independent Affiliate** is authorized by the Company to exercise Independent Affiliate Rights and operate an Independent Representativeship when he or she joins as an Independent Affiliate by submitting the required fields of information on any of the join pages of the website or upgrades membership from Preferred Customer to Independent Affiliate on the website, and agrees to these Policies and Procedures.
- **The right to accept or renew** any Independent Affiliate Agreement remains solely with the Company.
- **An Independent Affiliate may be required to provide the company** with proof of residency, work, authorizations, and ability to legally conduct business in the country in which they are conducting business.
- **Required Purchase.** In order to maintain an active Membership, Independent Affiliates must place any product order in each calendar month or generate a retail customer.
- **Business Entities.** If the Independent Affiliate is a Business Entity, the Applicant may also be required to provide and Identification Number for the Business Entity, and a Statement of Beneficial Interest, which must include the signature and Identification Number or other personal identification number of every Person having a Beneficial Interest in the Business Entity. To verify the form of the Business Entity, Beneficial Interest holders, and authorized signatories, the company may require, at any time, the Applicant to submit a copy of its articles of organization, articles of incorporation or other charter documentation.
- **Identification Number.** For tax reporting, where required, and identification purposes (where permitted by law), the

Company required Applicants to provide the Identification Number or other personal identification number. Failure to provide this number may results in rejection of the Application or cancellation of the Membership or commissions withheld.

- **Inaccurate Information.** If the Company determines that the Independent Affiliate Agreement or the Statement of Beneficial Interest contains inaccurate or false information, it may immediately terminate an Independent Representativeship or declare the Independent Affiliate Agreement null and void from its beginning. Further, it is the obligation of the Independent Affiliate to report to the Company on an ongoing basis any changes which affect the accuracy of the Contract.
- **Term.** The Contact is valid for the period of one (1) year from the Date of Sign-up. After year after that, the Contact will be automatically renewed by maintaining an active Membership in Northe Star Global, LLC
- **Non Exclusive Territory.** The authorization of an Independent Affiliate to exercise Independent Affiliate Rights and operate an Independent Representativeship hereunder does not include a grant of an exclusive franchise or territory to an Independent Affiliate, nor is an Independent Affiliate allowed to make such claims.

## **Section 2: Obligations of an Independent Affiliate and Managing an Independent Representativeship**

- **Compliance.** An Independent Affiliate shall comply at all times with each of the terms and conditions of the Contract.

- **Independent Contractor.** An Independent Affiliate is an independent contractor and is responsible for his or her own business expenses, decisions, and actions.

1. An Independent Affiliate shall not represent himself for herself as an agent, employee, partner, or joint venture with the Company. An Independent Affiliate shall not make purchases or enter into any transactions in the Company's name.

2. An Independent Affiliate's work hours, business expenditures, and business plans are not dictated by the Company. An Independent Affiliate shall make no printed or verbal representations which state or imply otherwise.

3. An Independent Affiliate is fully responsible for all of his or her verbal and/or written statements made regarding the Products, services, and the Compensation Plan which are not expressly contained in official Company materials and the Independent Affiliate agrees to indemnify the Company against any claims, damages, or other expenses, including attorney's fees, arising from any representations or actions made by the Independent Affiliate that are outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.

**C. Compliance with Laws.** In conducting its Independent Affiliate Business, an Independent Affiliate must comply with all applicable national and local laws, regulations, and ordinances. An Independent Affiliate shall not violate any laws which apply to unfair competition or business practice, including any law that prohibits the advertising, offer to sell, or sale of Products at less than the Wholesale price of the Products.

**D. Offerings.** An Independent Affiliate may not offer or promote any non-approved non-Company plans, incentives, opportunities, or non-approved Sales Tools in conjunction with the promotion of Products.

**E. Retail Sales.** Achieving success as an Independent Affiliate requires time, effort and commitment. There are no guarantees of Commissions, only rewards based upon productivity. A successful Independent Affiliate Business requires regular and repeated Retail Sales of Products by an Independent Affiliate. Retail Sales by an Independent Affiliate's Downline Organization also contributes to the success of an Independent Affiliate Business.

**F. Negative Statements.** An Independent Affiliate will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with regard to:

1. the Company, its Products, its commercial activities, or its Independent Affiliates; or
2. 2. other companies, including competitors, their services, products or commercial activities.

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

1. Use of another Independent Affiliate's credit card without express written permission;
2. Unauthorized use of any Company Confidential Information;
3. Cross-Company Recruiting (including aiding and abetting another to Cross-Company Recruit);
4. Making unapproved claims about the Product;
5. Making income claims about the Independent Affiliate Business which are not compliant with the provisions of the Policies

and Procedures;

6. Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of Products;
7. Personal conduct that discredits the Company and/or its Independent Affiliates;
8. Violating the laws and regulations pertaining to the Independent Affiliate Business;
9. Failing to meet Independent Affiliate responsibilities;
10. Violating the Code of Ethics; or
11. Violating the Policies and Procedures.

**G. Cross-line Recruiting.** The Independent Affiliate is prohibited from engaging in Cross-line Recruiting either into Northe Star Global, LLC or any other network marketing or direct sales company. You will be **terminated immediately** for cross-line recruiting

**H. Cross-Company Recruiting.** If an Independent Affiliate did not personally sponsor another Independent Affiliate, he or she is prohibited, during the term of the Contract and for one (1) year following the date of termination of the Contract, from Recruiting that Independent Affiliate to sell or purchase products or services other than those offered by Northe Star Global, LLC. The Independent Affiliate stipulates and agrees that recruiting constitutes an unreasonable and unwarranted interference with the contractual relationship between the Company and its Independent Affiliates, conversion of the Company's property, and misappropriation of the Company's trade secrets. The Independent Affiliate further stipulates and agrees that any violation of this rule will inflict immediate and irreparable harm on the Company, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post

termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract. You will be **terminated *immediately*** for cross-company recruiting.

**H1. Referrer Position:** If you are found promoting more than one Health and Wellness company your position will be changed to a referrer. A referrer means you will only get paid on your level 1 of your organization meaning you will only get paid on your own personal affiliates and customers. If you decide that you want to continue with only NortheStar you will need to email the company stating so, from there it will be confirmed by our compliance department. Compliance can confirm this by any social media post that you publicly announce your return to Northe Star. All emails will need to be sent to: [compliance@northestar.com](mailto:compliance@northestar.com) for review.

**H2.** You will immediately be removed from all corporate group pages on social media if you are found promoting more than one health and wellness company.

**H3.** You will be terminated if you are found negatively posting or discussing Northe Star on social media, in chats, on a call, in a group, on a zoom etc. The company has the right to decide what “negative talk” is considered. **H4A.** This pertains to Northe Star corporate staff , anyone affiliated with Northe Star or any Northe Star products. Northe Star reserves the right to take legal action against anyone who might be causing harm to Northe Stars reputation.

**I. Resolving Disputes.** An Independent Affiliate must conduct all activity in the best interests of the Company. Upline leaders shall use their best efforts to resolve disputes in their Downline Organizations. Any personal disputes between Independent Affiliates must be resolved quickly, privately, and in the best



interests of the Company.

**J. No Claims of Unique Relationship.** An Independent Affiliate may not allege or imply that he or she has a unique relationship with, advantage with, or access to the Company executives or employees that other Independent Affiliates do not have.

**K. Detrimental Conduct.** If any conduct by an Independent Affiliate or any participant in the Membership is determined by the Company to be injurious, disruptive, or harmful to the Company or to other Independent Affiliates, the Company may take appropriate action against an Independent Affiliate as the company deems necessary.

**L. No Reliance.** An Independent Affiliate may not rely on the Company to provide legal, tax, financial, or other professional advice, nor may it rely on any such advice if given.

**M. Insurance.** The Company carries a commercially reasonable amount of product liability the amount of the insurance. Since laws differ according to jurisdiction, the Company encourages its Independent Affiliates to consult with an attorney regarding the extent of their personal legal liability with respect to their independent businesses.

**N. Privacy of Independent Affiliate Information.** An Independent Affiliate authorizes the Company to disclose its contact information to the Independent Affiliate's Upline, and to the Independent Affiliate's Downline Organization three (3) enroller generations below or to those Independent Affiliate for whom the Independent Affiliate is the closest Upline. The contact information may be used only for the Independent Affiliate Business.

**O. Notification of Adverse Action.** An Independent Affiliate shall immediately notify the Company in writing of any potential or actual legal claims from third parties against the Independent Affiliate arising from, or associated with, the Independent Affiliate Business or the Downline Organization that may adversely affect the Company. After notifying the Independent Affiliate, the Company may take any action necessary to protect itself, including controlling any litigation or settlement of the legal claims. If the Company takes action in the matter, the Independent Affiliate shall not interfere or participate in the matter.

**P. Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement.** The Company may take photos, audio or video recordings, or written or verbal statements of an Independent Affiliate at Company events or may request the same directly from an Independent Affiliate. The Independent Affiliate agrees to and hereby grants the Company the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Independent Affiliate may have with

any other entity, the Independent Affiliate agrees that any use by the Company as set forth in this Section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Independent Affiliate agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Independent Affiliate confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of his or her knowledge. The Independent Affiliate waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

#### **Q. Conducting the Independent Affiliate Business**

**Internationally.** An Independent Affiliate has the right to operate in any Authorized Country where the Independent Affiliate may lawfully conduct the Independent Affiliate Business. It is an Independent Affiliate's responsibility to comply with all national and local laws, ordinances, and regulations when conducting Independent Affiliate Business in any Authorized Country;

1. Only with the Company's approval, an Independent Affiliate may attempt to secure approval, licensing, distribution and/or registration for products or business practices, trademarks, trade names, or internet domain names; or establish any kind of business in international countries and markets on behalf of the Company.
2. An Independent Affiliate may not sell, distribute, license, or register products or business practices, use trademarks, trade names or internet domain names in any country without approval of the company.

## **Section 3 Compensation**

Northe Star Independent Affiliates may participate in our compensation program as outlined in the compensation plan PDF. All Independent Affiliates understand BEFORE joining or purchasing any product that there are NO GUARANTEED EARNINGS. Independent Affiliates understand that any and all content on the website is not to reflect earnings, but to be used only for demonstration purposes and as a representation of company growth and does not mean anything in terms of commissions. Independent Affiliates should not participate in Northe Star Global LLC under the expectation of earning income without referring new Independent Affiliates and Customers. Neither Northe Star Global, LLC nor its Independent Affiliates can guarantee "spillover" or earnings simply by becoming an Independent Affiliate.

Independent Affiliates should not participate in the business if they are not planning on sharing the products with others. Most Independent Affiliates earn less money each month in the compensation program than they are paying for their products. Although it is possible, Northe Star Independent Affiliates should NOT expect to make a profit simply by becoming an Independent Affiliate. No Independent Affiliate should spend money that they cannot afford to lose to purchase products, advertising materials, or anything else related to Northe Star Global, LLC.

### **Northe Star Independent Affiliates**

**A. Earnings.** Commissions are paid to Independent Affiliates who qualify pursuant to the Compensation Plan and who are in compliance with the Contract. An Independent Affiliate's success is only achieved through the regular and repeated purchase of products and the regular and repeated product sales by its Downline Organization. As the success of any Independent Affiliate depends largely on the personal efforts of that Independent Affiliate, the Company does not guarantee any level

of profit or success, nor does it guarantee an Independent Affiliate a specific income. An Independent Affiliate does not receive compensation for sponsoring or recruiting other Independent Affiliates. The only way to earn Commissions is through the sale of Products.

**B. Payment.** The Company will pay Commissions to qualified Independent Affiliate on Product orders which:

- (i) are received by the Company before the end of the Commission period,
- (ii) and (ii) have been fully paid with appropriate payment.

**C. Commission Payments.** Commissions are paid in the name of the Person or Business Entity listed in Payment Option link on the My Earnings section of the user back office. When no payment option is selected, commissions will be held until selected. In the event a Commission Payment does not arrive to an Independent Affiliate, the company will resend the Commission Payment on the following pay period.

**D. Returned or Unpaid Payments.** The Company makes every effort to ensure that an Independent Affiliate receives its commission payments. However, if a commission payment is unpaid due to insufficient information or other reasons beyond the control of the Company, the payment will be held for the benefit of the Independent Affiliate for 90 days. After such 90 days if the commissions are not claimed, the commissions will be removed from Independent Affiliate's account.

**E. No Manipulation.** Manipulation of the Compensation Plan is not permitted and may result in disciplinary action. Manipulation of the Compensation Plan includes, but is not limited to, an Independent Affiliate purchasing, to qualify for various Ranks or Commissions, large quantities of Product that are not sold through the direct marketing channel, placing orders in his/her Downline Organization, and any other actions that may violate

state, federal or foreign antipyramid scheme laws. Such manipulations may, in the discretion of the Company, result in the suspension of Commissions and termination of the Membership.

**F. Deductions and Offsets.** The Independent Affiliate authorizes the Company to deduct fees from its Commissions as outlined on the Payment Option page and/or as deemed appropriate at the sole discretion of the Company.

**G. Returns, Refunds, and Exchanges.** The Company will refund the purchase price of Product or exchange it pursuant to the following;

1. If the Independent Affiliate (and/or his or her Customer who ordered directly from the Company) is not completely satisfied with the First Product Purchase, he or she may send to the Company the unused portion of the First Product Purchase within thirty (30) days of the original purchase date and the Company will issue a refund. There will be a 10% restocking fee, no shipping and handling fee's are refundable. If the First Product Purchase is returned after the thirty (30) day period, no refund will be given.
2. Any Commissions paid to the Independent Affiliate and his or her Upline for the Product returned by the Independent Affiliate or Customer will be deducted from the respective Upline Independent Affiliates' accounts or withheld from present or future Commission payments. An Independent Affiliate agrees that he or she will not rely on existing Downline Organization Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank and/or Commissions payout.
3. A return shipping label will be provided by Northe Star for the return of Product but that shipping costs will be deducted from the total price of the order placed unless otherwise prohibited by law. Any damage or loss that occurs to returned Product during shipping will be the responsibility of the Independent Affiliate.

4. The Company will exchange Product if the Product is damaged in shipment, incorrectly sent due to a Company error, or of substandard quality. However, when an exchange is not feasible, the Company will refund the amount of the returned Product. If Product is damaged or defective, an Independent Affiliate should contact the Company within ten (10) days of receipt of the order.

## **Section 4 Marketing the Product and Opportunity**

**A. Use of Sales Tools.** An Independent Affiliate may use only Sales Tools approved by the Company for an Authorized Country. The Independent Affiliate agrees that if it uses a fulfillment house or other third party to sell or distribute Sales Tools, the Independent Affiliate will enter into a non-disclosure agreement (to be provided by the Company) with the fulfillment house or third party to ensure that all Independent Affiliate and Customer information is protected from disclosure and remains the sole property of the Company.

**B. Approval of Sales Tools.** An Independent Affiliate must submit all Sales Tools to the Company for approval prior to use. The Company has complete discretion whether to approve or reject a proposed Sales Tool. The approval process generally requires a minimum of three (3) weeks to complete. To comply with changing laws and regulations, the Company may rescind its prior approval of a Sales Tool, and may require the Independent Affiliate to remove from the market at its own cost and obligation a previously approved Sales Tool. If approved, the Company will issue an email to the Independent Affiliate confirming approval of said Sales Tools.

**C. Product Claims.** The only claims and representations Independent Affiliate may make regarding Products are those found in the literature distributed by the Company. Any third-party material used for Independent Affiliate Business must comply with all federal and local laws medical claims of any kind relating to any Product except for those claims, if any, that are published in

Company literature approved for the country in which the claims are presented. Under no circumstances may an Independent Affiliate prescribe any Product as suitable for a particular ailment. No claims may be made as to therapeutic or curative properties of any Product offered by the Company.

**D. No Altering.** Independent Affiliates shall not re-label, alter or repackage any Products.

**E. No Endorsement Claims.** No Independent Affiliate may imply that the promotion, operation, or organization of the Company has been approved, sanctioned, or endorsed by any governmental regulatory authority unless noted on company website.

**F. Income Claims Prohibition.** An Independent Affiliate is prohibited from making false, misleading, or unrepresentative claims regarding earning potential. If an Independent Affiliate does make an income claim, it must be based on actual earnings and the Company's current Annual Average Income Disclosure, posted on the Company's website, must be presented concurrent with the income claim.

**G. Use of Trademarks and Copyrights.**

1. The Company may license the use of its trademarks to Independent Affiliates, subject to the limitations herein and subject to the limitations in any licensing agreement. A licensing agreement may be obtained by emailing customer support.

2. Independent Affiliates may not use any of the Company's current or after acquired trademarks or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the Products or services advertised.

3. Except as indicated herein, an Independent Affiliate may not use the Company's trademarks or any confusingly similar variation of its trademarks (e.g., Northe Star, Northe, Northe Star



Global, etc.), in a business name, e-mail address, Internet domain name or sub- domain name, URL, telephone number, or in any other address or title. An Independent Affiliate may use the Company's trademarks in a URL, Internet domain or subdomain name provided that the Independent Affiliate has entered into a licensing agreement for a Company Licensed Website. The Independent Affiliate agrees to comply with the terms of such licensing agreement and hereby acknowledges that the Company owns, and shall continue to own, all rights in and to the Company's trademarks in such URL, Internet domain or sub-domain name and that the Company has the right to revoke such use of the Company's trademarks for any reason and at any time. The Independent Affiliate further agrees that the Company has the right to acquire such URL at any time by paying the nominal registration fee to the Independent Affiliate and Independent Affiliate agrees to transfer such URL to the Company and take any other necessary steps requested by the Company to effectuate such transfer.

4. The Independent Affiliate agrees to immediately re-assign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. The provisions of this Section survive the termination of the Contract.

5. Independent Affiliates may not use the Company's trademarks on non-approved Sales Tools.

6. The Company, in its sole discretion, will determine whether a variation of its trademark is confusingly similar. use of such marks is prohibited.

7. The Company's literature and media are copyrighted by the Company and may not be duplicated.

**H. Use of "Independent Affiliate" in Advertising.** If an Independent Affiliate selects a business title, the title must clearly

state that the Independent Affiliate is a “Northe Star Independent Affiliate.” An Independent Affiliate’s title may not imply that the Independent Affiliate is an employee or agent of the Company. Each time the Company’s logo or name is used in writing and in relation to the Independent Affiliate, the Independent Affiliate must identify itself as a “Northe Star Independent Affiliate.”

**I. Methods of Advertising.** Independent Affiliates may advertise using the following means:

1. **Newspaper:** An Independent Affiliate may place a generic business opportunity advertisement in the classified section of a local newspaper, provided the advertisement conforms to all applicable laws and regulations.

2. **Phone Directory:** Any Independent Affiliate may place a text listing of its name in the white or yellow pages of a telephone directory followed by “Northe Star Independent Affiliate.” Graphical and display ads in telephone directories are prohibited.

3. **Electronic Mail Advertisements:** All advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming laws for the state or country where the intended recipient resides. The Independent Affiliate is under obligation to research and comply with all laws concerning unsolicited commercial e-mail.

4. **Television and Radio:** Television and radio advertising requires prior written approval from the Company. Requests should be submitted through customer support.

5. **Celebrity Endorsement:** An Independent Affiliate may use a celebrity endorsement with written approval from the Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name.

6. **Fairs, Swap Meets, Etc.:** An Independent Affiliate may sell or promote Products at bazaars, flea markets, fairs, swap meets,

tradeshows or other similar gatherings only at a price of no less than the Independent Affiliate price of the products listed on the website.

**7. Internet Auction Sites:** An Independent Affiliate may sell or facilitate the sale of Product on Internet websites where an auction is the mode of selling or buying (e.g., eBay), so long as the product has a minimum reserve selling price of no less than the Independent Affiliate price of the product on the website. An Independent Affiliate may not use a third party to place Product on auction websites or sell Product to a third party if the Independent Affiliate knows, or has reason to know, that such Product will be sold on auction websites for less than the Independent Affiliate price of the product. The provisions of this Section survive the termination of the Contract.

**J. Advertising at Company Sponsored Events.** At Company-sponsored events, Independent Affiliates may not, unless specifically authorized in writing by the Company, advertise, sell, or promote non-Company products or services, including, but not limited to: (i) the promotion of distribution of flyers, DVDs or other materials, or (iv) the use of any other form of promotion deemed inappropriate by the Company.

**K. Internet Advertising.** Subject to the provisions of Section K.7 herein, Independent Affiliate may use only a Company Licensed Website to promote Products or the business opportunity over the Internet. Promoting Products or the business opportunity through an unlicensed Internet website is strictly prohibited. Independent Affiliate that wish to operate a Company Licensed Website must meet the following criteria:

1. An Independent Affiliate may not enter into a website licensing agreement until it has completed a website training course given by the Company.

2. All licensed websites must first be reviewed and approved by the Company as Sales Tools. Licensed websites must be Company-specific and may not advertise, promote, or link to any other product or opportunity

3. Independent Affiliate may not use any key words or meta tags to advertise any licensed website on the Internet if the search words or meta tags explicitly or implicitly present illegal or unsubstantiated health or income claims.

4. The Company may revoke the license for any previously approved website at any time and for any reason, including changes to federal and local laws and regulations.

5. Independent Affiliates may promote the business opportunity and Products on social networking sites such as “Facebook” and “Twitter;” video sites such as “YouTube” and “Google Video;” and blogging sites such as “Wordpress” and “Blogger” (collectively “Social Media Sites”), provided the following conditions are met:

a. All text, audio and video postings do not contain Product or income claims. For Product information, Independent Affiliates may refer viewers to their replicated website, the Company website, or a Company Licensed Website;

b. Videos posted to Social Media Sites must show the text “Northe Star Independent Affiliate” for the entirety of the video;

c. The Company may monitor the Social Media Sites for compliance with the Contract and Independent Affiliate agrees to immediately remove or modify the Social Media Sites upon the Company’s request to comply with the Contract.

**L. Advertising and Selling Price of Products on the Internet.**

Independent Affiliate acknowledges and agrees that the advertising and selling of all Products on the Internet may only be done on a Company Licensed Website and the advertising and selling price of all Products on such website (i) if sold to an

Applicant, must not be lower than the Independent Affiliate price of the Products plus reasonable shipping and the amount the Company charges for taxes, handling. In connection with this Section, the Independent Affiliate also agrees that all advertising regarding the price of Products will be truthful and will not contain misleading statements (e.g. "lowest price available" which infers that an Independent Affiliate is able to sell the Products at a price lower than other Independent Affiliates, etc.). Independent Affiliate acknowledges and agrees that he or she shall not advertise or sell any Products on the Internet which were purchased from another Independent Affiliate. Any violation of this Section by an Independent Affiliate shall constitute a breach of the Contract and will be subject to termination of Membership.

**M. Mass Communications.** For purposes of this Section, "Mass Communications" are defined as communications intended to reach twenty (20) or more Independent Affiliates in the sender's Downline Organization or at least three Independent Affiliates who are crossby an Independent Affiliate:

1. Independent Affiliates targeted to receive the Mass Communications must have knowingly "opted in" to hear or receive the Mass Communication;
  - a. through registration (if the Mass Communication will be received at an event or webinar); and/or
  - b. through an affirmative request if the Mass Communication is delivered through an email or on a website.
2. If by e-mail, there must be an "opt out" feature prominently displayed in the Mass Communication.
3. The Mass Communication must comply with the terms of this Section.
4. The following disclaimer shall be prominently positioned in all Mass Communications that promote any particular building method:

There are many methods and techniques used successfully for building your Northe Star business. The building method promoted [in/at] this [website/webinar/email/ meeting/] may be different from that which is taught by your upline. Please consult with your upline if they have taught you a different building method or if you have any questions.

5. Independent Affiliate acknowledges that allowing the Independent Affiliate to create databases of Independent Affiliate information for Mass Communications, the sale of tools, and for any other purposes constitutes the use of Company Confidential Information, which information is the Company's trade secrets, and such use can be a substantial financial benefit to the Independent Affiliate. Independent Affiliate acknowledges that he or she is subject to the Cross-Company Recruiting obligations set forth in this agreement and shall survive the termination of the Contract.

**N. Lead Distribution.** Persons who are outside the Company network often make inquiries to the Company about its Products. If the Company is able to determine that the inquiring Person received the information from a specific Independent Affiliate or that there is a particular Independent Affiliate that the Person is acquainted with, every attempt will be made to refer the Person to that Independent Affiliate. If an association with a particular Independent Affiliate cannot be determined, final judgment with respect to the positioning of leads remains the right of the Company.

**O. Public Relations Matters.** The Company encourages Independent Affiliates to use personal media coverage to expand and build their business; however, certain situations require the Independent Affiliate to contact the Company. These would include:

1. instances where the story or medium has national potential;
2. cases where the story calls for a wider Company/Product

perspective; and/or

3. when the Independent Affiliate is questioned about Company sales figures and/or business strategies.

**P. Retail or Service Establishments:** An Independent Affiliate may sell Products or promote the business opportunity through Retail or Service Establishments as long as i) The display of Independent Affiliate information within the premises of a Retail or Service Establishment is clearly indicated, and ii) the product is not sold for an amount less than the Independent Affiliate price of the product as shown on the website.

## **Section 5 Breach of Contract Procedures**

**A. Conditional Obligations.** The Company's obligations to an Independent Affiliate are conditioned upon the Independent Affiliate's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will determine if an Independent Affiliate is in breach of the Contract and may elect any or all available remedies.

**B. Remedies.** In the event of breach, the Company may elect to take no action or to exercise

some or all contractual remedies and remedies at law or in equity, including, but not limited to:

1. Notify the Independent Affiliate either in writing or verbally of the breach and providing a notice to cure the breach;
2. Require from the Independent Affiliate additional assurances of future compliance;
3. Withhold or deny recognition and attendant perks;
4. Assess damages and withhold them from commission payments;
5. Suspend Independent Affiliate Rights temporarily or permanently;

6. Seek injunctive relief;
7. Terminate the Contract; and
8. Seek damages and associated costs.

**C. Reporting Contract Breaches.** If an Independent Affiliate observes or is aware of another Independent Affiliate's violation of any term or condition of the Contract, the observing Independent Affiliate shall submit a written complaint to the Company's support department through email. Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for breach of the terms and conditions of the Contract other than Cross-Company Recruiting must be brought to the Company's attention for review within eighteen (18) months of the start of the alleged violation; Cross-Company Recruiting violations must be brought to the Company's attention within six (6) months of the alleged violation. Failure to report a violation within that time period may result in the Company not pursuing the allegations in order to prevent the Independent Affiliate Business from being disrupted due to stale claims. However, this policy does not waive the Company's right to investigate and discipline Independent Affiliates found guilty of the stale claims.

**D. Circumvention of the Contract.** The Contract is designed to protect Independent Affiliates and the Company from the adverse consequences of their violation. Independent Affiliates who intentionally circumvent the Contract to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. In such circumstances, all of the available remedies as stated above will be available to the Company. The Contract is not intended to give an Independent Affiliate the right to enforce the Contract against another Independent Affiliate directly, or to take any legal action against another Independent Affiliate



## **Section 6 Termination**

### **A. Termination.**

1. An Independent Affiliate may terminate the Contract by writing a request to support to office of the website.
2. The Company may terminate the Contract if the Independent Affiliate violates the terms of the Contract and any amendments thereto.
3. Upon termination, the Company may in its sole discretion retain the Membership or dissolve and remove it from the Unilevel Tree.

**B. Return of Confidential Information.** An Independent Affiliate must return all Confidential Information, including any information derived therefrom, over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such Confidential Information cannot be returned because it is in electronic format, the Independent Affiliate shall permanently delete and erase the Confidential Information upon termination or upon demand.

**C. Buyback.** If an Independent Affiliate is in breach, the Company reserves the right to stop or delay the buy- back process set forth in this Contract.

### **D. Effects of Termination for Breach of Contract.**

1. An Independent Affiliate whose Contract is terminated by the Company must wait six (6) months before applying for a new Membership. During that time, the Independent Affiliate can have no Beneficial Interest in any other Membership.
2. Upon termination of the Contract, all of the Independent Affiliate's rights in and to the Membership and the Independent Affiliate Business are revoked and terminated. In acknowledgement of the damages the Company has likely suffered and/or will suffer as a result of Independent Affiliate's breach, including but not limited to, all or any of the following: (i)

loss of good will and loss in the value of the Company's confidential and proprietary information and trade secrets; (ii) loss of a portion of the value of the Company's business; and (iii) loss of future profits; Independent Affiliate consents that any unpaid Commissions may be forfeited to the Company to offset a portion of the damages.

3. The Company may elect to reorganize the Downline Organization of an Independent Affiliate terminated for breach in a manner that serves the best interests of the Company, Downline Organization and Upline.

4. Where the Company elects to terminate an Independent Affiliate in which there is more than one Beneficial Interest holder, the following may apply: a. the departing Beneficial Interest holder(s) must relinquish all rights to, and interests in, the Membership;

b. The Company may not divide or reassign any of the Downline Organization

c. The Company may not split Commissions between the prior or current Beneficial Interest holders of the Membership.

#### **E. Effects of Voluntary Termination by the Independent Affiliate.**

1. The Contract can be voluntarily terminated by an Independent Affiliate who is not in breach of the Contract for any reason, at any time, by providing written notice to the Company signed by all Person(s) listed on the Independent Affiliate Agreement. The termination is effective on the date the Company receives the written notice. If an Independent Affiliate is in breach of the Contract, he or she cannot voluntarily or unilaterally terminate the Contract

2. Upon termination of the Contract, all of the Independent Affiliate's rights in and to the Membership and the Independent Affiliate Business are revoked and terminated.

3. An Independent Affiliate who voluntarily terminates Membership and is not in breach of the Contract may rejoin under a new Membership under the same or a new enroller at any time.

4. An Independent Affiliate may not terminate voluntarily if the Membership is not in good standing with the Company, as may be evidenced by, but not limited to, any of the following conditions: (i) a temporary Membership; (ii) an Independent Representativeship is on hold, suspension or probation; (iii) the Membership is under investigation, but no formal discipline has taken place; or (iv) notice of intent to terminate has been sent.

## **Section 7 Miscellaneous**

**A. Entire Agreement.** The Contract contains the entire understanding concerning the subject matter hereof between the Company and the Independent Affiliate, and is intended as a final, complete, and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to the Independent Affiliate by any employee or agent of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail.

**B. Headings.** The section and subsection headings in the Contract are inserted solely as a matter of convenience and for reference, and will not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to sections of the Contract will refer to all subsections thereof.

**C. Modifications by the Company.** The Company reserves the right to make any modifications to the Contract, provided that the

modifications are communicated by the Company to the Independent Affiliate at least thirty (30) days prior to taking effect. The Company may communicate these modifications by posting any portion of the modified Contract on the Company's website, or by any other method of communication. The Independent Affiliate is deemed to have accepted the modification to the Contract if the Independent Affiliate engages in any Independent Affiliate Business, renews its Membership, or accepts Commissions after the thirty (30) day period is ended.

**D. Warranties.** The Company extends no product warranties, either expressed or implied, beyond those specifically articulated in the Contract. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the Independent Affiliate's operations. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

**E. Waiver.** Any waiver by the Company of an Independent Affiliate's breach of a Contract provision must be in writing and will not be construed as a waiver of any subsequent or additional breach by the Independent Affiliate. The failure by the Company to exercise any right or privilege under the Contract will not constitute a waiver of that right or privilege.

**F. Severability.** If any term or condition of this Contract is judicially invalidated, prohibited, or otherwise rendered unenforceable in any jurisdiction, it is unenforceable only to the extent of the invalid, prohibited or unenforceable provision in that jurisdiction only, and it will not render

unenforceable or invalidate any other provision of the Contract, nor will the Contract be rendered unenforceable or invalidated in another jurisdiction.

**G. Force Majeure.** Independent Affiliate acknowledges that the Company is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, or from any other causes that are beyond the control of the Company.

**H. Governing Law, Arbitration Injunctive Relief.** The State of Texas is the place of the origin of this Contract and is where the Company accepted the offer of the Applicant to become an Independent Affiliate and where the Independent Affiliate entered into the Contract with the Company. The Contract is therefore to be construed in accordance with the laws of the State of Texas (without giving effect to any conflict of law provision or rule) as to contracts made and to be wholly performed within the State. Any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business relationships arising between Independent Affiliates shall be resolved by mandatory, final, binding, nonappealable arbitration in Las Vegas, Nevada.

**I. Attorneys Fees.** If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.

**J. Successors and Assigns.** The Contract will be legal and binding upon and inure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties hereto.

**K. Limitation of Liability.** To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as “Responsible Parties”) shall not be liable for, and the Independent Affiliate releases Company and its Responsible Parties from and waive all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by Independent Affiliates as a result of:

(i) Independent Affiliate’s breach of the Contract, (ii) the promotion or operation of the Membership and the Membership Business; (iii) Independent Affiliate’s incorrect or wrong data or information provided to the Company or its Responsible Parties; or (iv) the Independent Affiliate’s failure to provide any information or data necessary for the Company to operate its business. EACH DISTRIBUTOR AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY AND ITS RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT OF PRODUCTS THE DISTRIBUTOR HAS PURCHASED FROM THE COMPANY THAT ARE IN RESALABLE CONDITION.

## **Anti Spam Policy**

In order to protect our subscribers and ensure the long term growth and success of Northe Star Global LLC, we maintain a ZERO tolerance policy towards the sending of spam email. Spam email is defined as Unsolicited Commercial Email (UCE). In the event that you send spam email to people without their permission, you risk immediate cancellation of your account and forfeiture of all contacts in that account. As a Northe Star subscriber, you understand that Northe Star neither condones nor tolerates the sending of unsolicited or spam email by its subscribers. You understand and acknowledge that:

It is ILLEGAL to forge headers on emails and it is ILLEGAL to neglect to include a valid functional unsubscribe link along with a valid mailing address in any emails sent out. Anyone caught forging headers or not including a valid functional unsubscribe link will be immediately and permanently terminated from Northe Star. Northe Star also prohibits all subscribers from including the name or website address in any emails they send out. Subscribers are required to use a redirect link when directing prospects to their landing page.

We also require all subscribers to download their list of email addresses that have generated a complaint that can be found in the Spam Policy link in the subscribers section of the [NortheStar.com](http://NortheStar.com) website and permanently remove them from their database. If we receive a complaint from the same email address as a previous complaint from an email that was sent more than a week after the original complaint was filed, Northe Star has the right to terminate your subscription. You are solely responsible for mail sent on your behalf.

Northe Star also does not allow traffic from traffic exchange websites or other low quality traffic sources. Any member who has what Northe Star Global, LLC considers, by their own discretion, an abnormally low conversion percentage from hits to your landing page website to pre-enrollees may have their landing page websites turned off or be terminated from the company.

Northe Star Global, LLC has the right to terminate your subscription and suspend all future commissions for violating these Spam Policies. Northe Star reserves the right to take legal action against any subscriber found intentionally violating this Spam Policy. You will not be eligible for a refund if you are terminated for violating the Northe Star Spam Policy.